### Kulschinsky, Edward

From: Sent: To: Subject: Attachments:	Belser, Evan Thursday, August 20, 2015 10:10 AM Kulschinsky, Edward FW: Letters to EPA Ltr to EPA re. American Honda Motro Co & Northern Tool.pdf; Ltr to EPA re. Ariens Co, Kawasaki Motros Crop & Home Depot.pdf; Ltr to EPA re. ECHO Inc. & ACE Hardware.pdf; LTR to EPA re. Husqvarna Group & Ace Hardware.pdf; Ltr to EPA re. Champion Global Power Equipment & Camping World.pdf; Ltr to EPA Stihl & ACE Hardware.pdf; Ltr to EPA re. MTD Briggs & Stratton and Lowes.pdf; Ltr to EPA re. Generac Power Systems & Amazon.pdf
Resending from my deskto	p to ensure the attachments all came through.
<b>Sent:</b> Wednesday, August 1 <b>To:</b> Belser, Evan	el Acosta; Chris Tuck; Dale Gobel
Evan	
As requested during our J	June call please find attached copies of the letters that are being forwarded as we speak.
	ting with EPA on this first round, as well as subsequent rounds of notices; to ensure a tapplication of the CAAs requirements throughout the regulated community.
As we discussed this first	round of "heavy hitters" should set the bar for the industry.
I will also keep you appri	ised of our efforts in Canada; where I will act as coordinating counsel.
Respectfully submitted.	
Luc	
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**DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863** EMAIL: dhaltiwanger@rpwb.com

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

> Re: Notice of Intent to Sue American Honda Motor Company and Northern Tool + **Equipment Company Inc.**

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), 1 intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against American Honda Motor Company ("Honda") and Northern Tool + Equipment Company, Inc. ("NTE") (collectively "the proposed Defendants") for numerous violations of the CAA.

Honda is a North American subsidiary of the Honda Motor Company, Ltd. It was founded in 1959. The company combines product sales, service and coordinating functions of Honda in North America, and is responsible for distribution, marketing and sales of Honda and Acura brand automobiles, Honda power sports products, including motorcycles, scooters and all-terrain vehicles, and Honda power equipment products, including lawnmowers, tillers, string trimmers, snow blowers, generators, small displacement general-purpose engines and marine outboard engines. See https://en.wikipedia.org/wiki/American Honda Motor Company, last visited July 30, 2015.

NTE retails and distributes various tools and equipment to industrial sized companies, small shops, and do-it-yourselfers. It offers air and power tools, generators, pressure washers, air compressors, welding equipment, hydraulics, small engines, trailers and trailer parts, towing products, water pumps, tractors, outdoor power equipment, automotive equipment, lawn and garden equipment, abrasive and sand blasters, alternative/renewable energy products, clothing and footwear, construction equipment, electrical products, fans, and farm and acreage products. See

http://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=4205118, last visited July 28, 2015.

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

### LEGAL AUTHORITY

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine) spark-ignition engines.

Our review of the proposed Defendants' warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from NTE a Honda GCV160 engine. The engine was delivered with no owners' manual and therefore no emissions control warranty. SCCAI obtained a copy of the Owner's Manual online. Below we have detailed the most significant violations that we have discovered.

### Honda's Owner's Manual

Honda's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced

by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Honda warranty does not include the required language. Instead, on page 5 of the owner's manual it states:

Normal maintenance, replacement or repair of emission control devices and systems may be performed by any repair establishment or individual; however, warranty repairs must be performed by a Honda authorized dealer found at HondaEngines.com or 1-800-544-244 (U.S. and Canada).

### On page 14, Honda states:

Only Honda approved replacement parts may be used in the performance of any warranty repairs and must be provided without charge to the owner.

### Also on page 14:

You must, at your own expense, take your Honda Power Equipment engine or the product on which it is installed, along with your sales registration card or other proof of original purchase date, to any Honda Power Equipment dealer who is authorized by Honda to sell and service that Honda product during his normal business hours.

Honda's warranty language detailed in the previous paragraphs also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Honda facilities and parts is a clear violation of the regulation.

Honda's owner's manual also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

On page 4 the Honda owner's manual includes the altitude range for which proper performance would be expected, but fails to include all the required language. The owner's manual does not state that "operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance."

Honda does not include the required language at 1068.115 B (6) for warranty denials: "The use of any fuel that is commonly available where the equipment operates unless your written maintenance instructions state that this fuel would harm the equipment's emission control system and operators can readily find the proper fuel." (Emphasis added).

On page 13, Honda states: "The parts listed below are not covered by warranty (unless they are need as part of another warranty repair): Spark plug, fuel filter, air cleaner element, clutch disc, recoil starter rope." Several of these items are part of the emissions control system as outlined by 40 C.F.R. § 1068 Appendix I.

Honda also does not include the required language at 1068.115 B (6) for warranty denials: "The use of any fuel that is commonly available where the equipment operates unless your written maintenance instructions state that this fuel would harm the equipment's emission control system and operators can readily find the proper fuel." (Emphasis added).

### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like the proposed Defendants that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing the proposed Defendants, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendants future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity (COC) are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendants' owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Honda's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by these proposed Defendants. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: HONDA Co. 444 Highland Drive Honda, Wisconsin 53044 Herbet Honda, Jr. CEO David Honda, President Thomas Cromwell, President Engine Business James M. (Buddy) Robinson IV, Senior Vice President-General Counsel and Corporate Secretary

Donald Kotolua, CEO Northern Tool & Equipment Company

EPA Evan Belser, EPA, Air Enforcement Division SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201 SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

### HONDA

### OWNER'S MANUAL GCV160 • GCV190

pplication)

Click to Save As

(Appearance may differ in final application)

### **A WARNING**

Gasoline is highly flammable and explosive. Turn engine off and let cool before refueling.

The engine emits toxic carbon monoxide. Do not run in an enclosed area.

Read Owner's Manual before operation.

Honda Motor Co., Ltd.

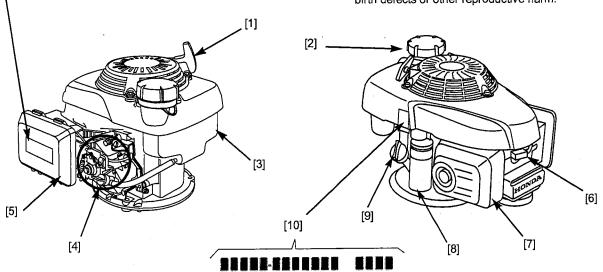
### WARNING

A

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

### California Proposition 65

This product contains or emits chemicals known to the state of California to cause cancer, birth defects or other reproductive harm.



### COMPONENT LOCATION

1	Starter Grip
2	Fuel Filler Cap
3	Fuel tank
4	Control location *
5	Air cleaner

6	Spark plug
7	Muffler
8	Starter motor (if equipped)
9	Oil filler cap/ dipstick
10	Engine serial number

<sup>\*</sup> The engine control area differs based on the engine type. Refer to the individual figures on page 2 to determine your engine control type when reading the *Operation* section and other sections in this manual.





### INTRODUCTION

Thank you for purchasing a Honda engine! We want to help you get the best results from your new engine and operate it safely. This manual contains information on how to do that; please read it carefully before operating the engine. If a problem should arise, or if you have any questions about your engine, consult an authorized Honda servicing dealer.

All information in this publication is based on the latest product information available at the time of printing. American Honda Motor Co., Inc. reserves the right to make changes at any time without notice and without incurring any obligation. No part of this publication may be reproduced without written permission.

This manual should be considered a permanent part of the engine and should remain with the engine if resold.

Review the instructions provided with the equipment powered by this engine for any additional information regarding engine startup, shutdown, operation, adjustments, or any special maintenance instructions.

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### SAFETY MESSAGES

Your safety and the safety of others are very important. We have provided important safety messages in this manual and on the engine. Please read these messages carefully.

A safety message alerts you to potential hazards that could hurt you or others. Each safety message is preceded by a safety alert symbol **A** and one of three words, DANGER, WARNING, or CAUTION.

These signal words mean:

**A** DANGER

You WILL be KILLED or SERIOUSLY HURT if you don't follow instructions.

**A** WARNING

You CAN be KILLED or SERIOUSLY HURT if you don't follow instructions.

**A** CAUTION

You CAN be HURT if you don't follow instructions.

Each message tells you what the hazard is, what can happen, and what you can do to avoid or reduce injury.

### DAMAGE PREVENTION MESSAGES

You will also see other important messages that are preceded by the word NOTICE.

This word means:

NOTICE

Your engine or other property can be damaged if you don't follow instructions.

The purpose of these messages is to help prevent damage to your engine, other property, or the environment.

### SAFETY INFORMATION

- Understand the operation of all controls and learn how to stop the engine quickly in case of emergency. Make sure the operator receives adequate instruction before operating the equipment.
- Do not allow children to operate the engine. Keep children and pets away from the area of operation.
- Your engine's exhaust contains poisonous carbon monoxide. Do not run the engine without adequate ventilation, and never run the engine indoors.
- The engine and exhaust become very hot during operation. Keep the engine at least 3 feet (1 meter) away from buildings and other equipment during operation. Keep flammable materials away, and do not place anything on the engine while it is running.

### SAFETY LABEL LOCATION

The label shown on page 1 contains important safety information. Please read it carefully. See page 1.

This label is considered a permanent part of your engine. So if the label comes off or becomes hard to read, contact your dealer for a replacement.

### **BEFORE OPERATION CHECKS**

### IS YOUR ENGINE READY TO GO?

For your safety, to ensure compliance with environmental regulations, and to maximize the service life of your equipment, it is very important to take a few moments before you operate the engine to check its condition. Be sure to take care of any problem you find, or have your servicing dealer correct it, before you operate the engine.

### A WARNING

Improperly maintaining this engine, or failing to correct a problem before operation, could cause a malfunction in which you could be seriously injured.

Always perform a pre-operation inspection before each operation, and correct any problem.

Before beginning your preoperation checks, be sure the engine is level and the flywheel brake lever, throttle lever, or engine stop switch is in the STOP or OFF position.

Always check the following items before you start the engine:

- 1. Fuel level (page 7).
- 2. Oil level (page 8).
- 3. Air cleaner (page 8).
- General inspection: Check for fluid leaks and loose or damaged parts.
- 5. Check the equipment powered by this engine.

Review the instructions provided with the equipment powered by this engine for any precautions and procedures that should be followed before engine startup.

### Type 6: Blade Brake Clutch, Automatic Choke, Remote Throttle

### STARTING THE ENGINE

- 1. Move the remote throttle lever\* [2] to the FAST position.
- 2. Make sure the blade control lever\* is released.
- 3. Pull the starter grip lightly until resistance is felt; then pull briskly.
- Allow the engine to warm to operating temperature, and then engage the blade control lever\*.

### STOPPING THE ENGINE

- 1. Release the blade control lever\*.
- 2. Move the remote throttle lever\* [2] to the SLOW position, and then to the STOP position.

### Type 7: Manual Choke, Manual Throttle

### STARTING THE ENGINE

- 2. Move the throttle control [3] to the FAST 🕏 position.
- 3. Pull the starter grip lightly until resistance is felt; then pull briskly.
- 4. Move the choke lever [2] to the OFF position as the engine warms.

### STOPPING THE ENGINE

Move the throttle control [3] to the SLOW  $\stackrel{\clubsuit}{=}$  position, and then to the STOP  $\stackrel{\&}{\circ}$  position.

### Type 8: Manual Choke, Engine Stop Switch, Fixed Throttle

### STARTING THE ENGINE

- 1. Pull the choke rod [2] to the CHOKE  $\[ \]$  position.
- 2. Turn the engine stop switch [3] to the ON position.
- Pull the starter grip lightly until resistance is felt; then pull briskly.The engine speed is preset on this type.
- 4. Move the choke rod to the OFF position as the engine warms.

### STOPPING THE ENGINE

Turn the engine stop switch [3] to the OFF position.

### Type 9: Manual Choke, Engine Stop Switch, Auto Throttle

### STARTING THE ENGINE

- 1. Pull the choke rod [2] to the CHOKE  $\[ \mathbb{N} \]$  position.
- 2. Turn the engine stop switch [3] to the ON position.
- 3. Pull the starter grip lightly until resistance is felt; then pull briskly.
- Move the choke rod [2] to the OFF position as the engine warms.
   The auto throttle feature only functions when the engine is fully warm.

### STOPPING THE ENGINE

- 1. Remove the load from the engine so that the auto throttle returns the engine to idle.
- 2. Turn the engine stop switch [3] to the OFF position.
- \* See the equipment manual for control location.

### **FREQUENCY OF USE**

If your equipment will be used on an infrequent or intermittent basis (more than 4 weeks between usage), refer to the *Fuel* section of the *STORAGE* chapter (page 9) for additional information regarding fuel deterioration.

### **SERVICING YOUR ENGINE**

### THE IMPORTANCE OF MAINTENANCE

Good maintenance is essential for safe, economical, and trouble-free operation. It will also help reduce pollution.

### **A WARNING**

Improper maintenance, or failure to correct a problem before operation, can cause a malfunction in which you can be seriously hurt or killed.

Always follow the inspection and maintenance recommendations and schedules in this Owner's Manual.

To help you properly care for your engine, the following pages include a maintenance schedule, routine inspection procedures, and simple maintenance procedures using basic hand tools. Other service tasks that are more difficult, or require special tools, are best handled by professionals and are normally performed by a Honda technician or other qualified mechanic.

The maintenance schedule applies to normal operating conditions. If you operate your engine under severe conditions, such as sustained high-load or high-temperature operation, or use in unusually wet or dusty conditions, consult your servicing dealer for recommendations applicable to your individual needs and use.

Remember that an authorized Honda servicing dealer knows your engine best and is fully equipped to maintain and repair it.

To ensure the best quality and reliability, use only new Honda Genuine parts or their equivalents for repair and replacement.

Maintenance, replacement, or repair of the emission control devices and systems may be performed by any engine repair establishment or individual, using parts that are "certified" to EPA standards.

### **MAINTENANCE SAFETY**

Some of the most important safety precautions follow. However, we cannot warn you of every conceivable hazard that can arise in performing maintenance. Only you can decide whether or not you should perform a given task.

### **A WARNING**

Failure to properly follow maintenance instructions and precautions can cause you to be seriously hurt or killed.

Always follow the procedures and precautions in this Owner's Manual.

### SAFETY PRECAUTIONS

- Make sure the engine is off before you begin any maintenance or repairs. This will eliminate several potential hazards:
  - Carbon monoxide poisoning from engine exhaust.
     Be sure there is adequate ventilation whenever you operate the engine.
  - Burns from hot parts.
    - Let the engine and exhaust system cool before touching.
  - Injury from moving parts.
    - Do not run the engine unless instructed to do so.
- Read the instructions before you begin, and make sure you have the tools and skills required.
- To reduce the possibility of fire or explosion, be careful when working around gasoline. Use only a nonflammable solvent, not gasoline, to clean parts. Keep cigarettes, sparks, and flames away from all fuel related parts.

### MAINTENANCE SCHEDULE

Perform at every indicated month/year or operating hour interval, whichever comes first. (1)

Regular Service Period	ltem	Page
Before each use	Check: Engine oil level Check: Air filter	page 8 page 8
First month or 5 hours	Change: Engine oil	page 7
Every 3 months or 25 hours	Clean: Air filter <sup>(2)</sup>	page 8
Every 6 months or 50 hours	Change: Engine oil <sup>(3)</sup> Clean: Air filter <sup>(2)</sup> Check: Flywheel brake pad (if equipped)	page 7 page 8 page 8
Every year or 100 hours	6 month items plus: Check-adjust: Spark plug Clean: Spark arrester (if equipped) Check: Blade brake clutch (if equipped) Check-adjust: Idle speed Clean: Fuel tank and filter Check-adjust: Valve clearance	page 8 page 9 (5) (4) (4) (4)
Every 2 years or 200 hours	Yearly items plus: Replace: Air filter Replace: Spark plug	page 8 page 8
Every 2 years	Check: Fuel lines (replace if necessary)	(4)

- For commercial use, log hours of operation to determine proper maintenance intervals.
- (2) Service more frequently when used in dusty areas.
- (3) Change engine oil every 25 hours when used under heavy load or in high ambient temperatures.
- (4) These items should be serviced by an authorized Honda servicing dealer, unless you have the proper tools and are mechanically proficient. Refer to the Honda shop manual for service procedures.
- (5) See your equipment manual or Honda engine shop manual.

Failure to follow this maintenance schedule could result in non-warrantable failures.

### REFUELING

This engine is certified to operate on unleaded gasoline with a pump octane rating of 86 or higher.

We recommend refueling after each use to minimize the air present in the fuel tank.

Refuel in a well-ventilated area with the engine stopped. If the engine has been running, allow it to cool first. Never refuel the engine inside a building where gasoline fumes may reach flames or sparks.

You may use regular unleaded gasoline containing no more than 10% ethanol (E10) or 5% methanol by volume. In addition, methanol must contain cosolvents and corrosion inhibitors. Use of fuels with content of ethanol or methanol greater than shown above may cause starting and/or performance problems. It may also damage metal, rubber, and plastic parts of the fuel system. In addition, ethanol is hygroscopic, which means it attracts and retains water in the fuel system. Engine damage or performance problems that result from using a fuel with percentages of ethanol or methanol greater than shown above are not covered by warranty.

If your equipment will be used on an infrequent or intermittent basis (more than 4 weeks between usage), refer to the *Fuel* section of the STORAGE chapter (page 9) for additional information regarding fuel deterioration.

Never use stale or contaminated gasoline or oil/gasoline mixture. Avoid getting dirt or water in the fuel tank.

### **A WARNING**

Gasoline is highly flammable and explosive, and you can be burned or seriously injured when refueling.

- · Stop engine and keep heat, sparks, and flame away.
- · Refuel only outdoors.
- · Wipe up spills immediately.

### Adding Fuel

See Figure 1, page 3.

- 1. Remove the fuel tank cap.
- Add fuel to the bottom of the fuel level gauge [1] in the neck of the fuel tank. Do not overfill. Wipe up spilled fuel before starting the engine.
- Install the fuel tank cap and tighten it until it clicks.
   Move at least 10 feet (3 meters) away from the fueling source and site before starting the engine.

### NOTICE

Fuel can damage paint and some types of plastic. Be careful not to spill fuel when filling your fuel tank. Damage caused by spilled fuel is not covered under your Distributor's Limited Warranty.

### **Fuel Storage Container**

Store your gasoline in a clean, plastic, sealed container designed for fuel storage. Close the vent (if equipped) when not in use, and store the container away from direct sunlight. If it takes more than 3 months to use the fuel in the container, we suggest adding a fuel stabilizer to the fuel when you fill the container. If you have some fuel left in the storage container at the end of the season, the Environmental Protection Agency (EPA) suggests adding the gasoline to your vehicle's gas tank (http://epa.gov/reg5oair/mobile/winter.html).

### **ENGINE OIL**

Oil is a major factor affecting performance and service life. Use 4-stroke automotive detergent oil. Always change the oil in accordance with the maintenance schedule (page 7).

### Recommended Oil

See Figure 2, page 3.

Use 4-stroke motor oil that meets or exceeds the requirements for API service category SJ or later. Always check the API service label on the oil container to be sure it includes the letters SJ or later.

SAE 10W-30 is recommended for general use. Other viscosities shown in the chart may be used when the average temperature in your area is within the indicated range.

### Removal From Storage

Check your engine as described in the BEFORE OPERATION CHECKS section of this manual (see page 4).

If the fuel was drained during storage preparation, fill the tank with fresh gasoline. If you keep a container of gasoline for refueling, be sure it contains only fresh gasoline. Gasoline oxidizes and deteriorates over time, causing hard starting.

If the cylinder was coated with oil during storage preparation, the engine will smoke briefly at startup. This is normal.

### **TRANSPORTING**

Keep the engine level when transporting to reduce the possibility of fuel leakage. Turn the fuel valve to the OFF position.

Review the instructions provided with the equipment powered by this engine for any procedures that should be followed for transporting.

### TAKING CARE OF UNEXPECTED PROBLEMS

### Engine will not start

POSSIBLE CAUSE	CORRECTION
Fuel valve is OFF.	Move the fuel valve lever to ON.
Choke is OFF.	Unless the engine is warm, move the choke/throttle lever, choke rod, or choke lever to the CHOKE position. (if equipped)
Ignition switch or engine stop switch is OFF.	Move the flywheel brake lever to RUN position. Throttle lever to FAST position. Engine stop switch to ON.
Out of fuel.	Refuel.
Bad fuel; engine stored without treating gasoline, or refueled with bad gasoline.	Refuel with fresh gasoline.
Spark plug faulty, fouled, or improperly gapped.	Adjust or replace the spark plug (page 8).
Spark plug wet with fuel (flooded engine).	Dry and reinstall the spark plug. Start the engine with the choke/throttle lever in the FAST position. Choke in the OFF position.
Fuel filter clogged, carburetor malfunction, ignition malfunction, valves stuck, etc.	Take the engine to an authorized Honda servicing dealer or refer to the shop manual to replace or repair faulty components as necessary.

### Engine lacks power

POSSIBLE CAUSE	CORRECTION
Air filter clogged.	Clean or replace the air filter (page 8).
Bad fuel; engine stored without treating the gasoline, of refueled with bad gasoline.	Refuel with fresh gasoline.
Fuel filter clogged, carburetor malfunction, ignition malfunction, valves stuck, etc.	Take the engine to an authorized Honda servicing dealer or refer to the shop manual to replace or repair faulty components as necessary.

### TECHNICAL INFORMATION

### **Serial Number and Type Location**

See Figure on page 1.

Record the engine serial number and type in the space below. You will need this information when ordering parts and when making technical or warranty inquiries.

MODEL	SERIAL NUMBER	TYPE
GCV160 or 190		
Date of purchase		

### Radio Frequency Interference Label (Canada)

This engine complies with Canadian radio frequency interference regulations, ICES-002.

THIS SPARK IGNITION SYSTEM COMPLIES WITH CANADIAN ICES-002.
CE SYSTÈME D'ALLUMAGE PAR ÉTINCELLE EST CONFORME À LA NORME NMB-002 DU CANADA.

### Carburetor Modifications for High Altitude Operation

At high altitude, the standard carburetor air-fuel mixture will be too rich. Performance will decrease, and fuel consumption will increase. A very rich mixture will also foul the spark plug and cause hard starting. Operation at an altitude that differs from that at which this engine was certified, for extended periods of time, may increase emissions.

High altitude performance can be improved by specific modifications to the carburetor. If you always operate your engine at altitudes above 5,000 feet (1,500 meters), have your servicing dealer perform this carburetor modification. This engine, when operated at high altitude with the carburetor modifications for high altitude use, will meet each emission standard throughout its useful life.

Even with carburetor modification, engine horsepower will decrease about 3.5% for each 1,000-foot (300-meter) increase in altitude. The effect of altitude on horsepower will be greater than this if no carburetor modification is made.

When auto throttle type engines are used in high altitude applications, the ability to idle down to 2500 rpm could be diminished. See your servicing dealer for information on adjustments if your auto throttle unit does not idle down with the load released or has trouble returning to full rpm with the load applied.

### NOTICE

When the carburetor has been modified for high altitude operation, the air-fuel mixture will be too lean for low altitude use. Operation at altitudes below 5,000 feet (1,500 meters) with a modified carburetor may cause the engine to overheat and result in serious engine damage. For use at low altitudes, have your servicing dealer return the carburetor to original factory specifications.

### **EMISSION CONTROL SYSTEM INFORMATION**

### Source of Emissions

The combustion process produces carbon monoxide, oxides of nitrogen, and hydrocarbons. Control of hydrocarbons and oxides of nitrogen is very important because, under certain conditions, they react to form photochemical smog when subjected to sunlight. Carbon monoxide does not react in the same way, but it is toxic.

Honda utilizes appropriate air/fuel ratios and other emissions control systems to reduce the emissions of carbon monoxide, oxides of nitrogen, and hydrocarbons. Additionally, Honda fuel systems utilize components and control technologies to reduce evaporative emissions.

### The U.S. EPA, CARB, and Environment Canada

EPA, California, and Canadian emissions regulations require all manufacturers to furnish written instructions describing the operation and maintenance of emission control systems.

The following instructions and procedures must be followed in order to keep the emissions from your Honda engine within the emission standards.

### Tampering and Altering

### NOTICE

Tampering is a violation of Federal and California law.

Tampering with or altering the emission control system may increase emissions beyond the legal limit. Among those acts that constitute tampering are:

- Removal or alteration of any part of the intake, fuel, or exhaust systems.
- Altering or defeating the governor linkage or speed-adjusting mechanism to cause the engine to operate outside its design parameters.

### **Problems That May Affect Emissions**

If you are aware of any of the following symptoms, have your engine inspected and repaired by your servicing dealer.

- · Hard starting or stalling after starting.
- · Rough idle.
- · Misfiring or backfiring under load.
- · Afterburning (backfiring).
- · Black exhaust smoke or high fuel consumption.

### Replacement Parts

The emission control systems on your Honda engine were designed, built, and certified to conform with EPA, California, and Canadian emission regulations. We recommend the use of Honda Genuine parts whenever you have maintenance done. These original-design replacement parts are manufactured to the same standards as the original parts, so you can be confident of their performance. The use of replacement parts that are not of the original design and quality may impair the effectiveness of your emission control system.

A manufacturer of an aftermarket part assumes the responsibility that the part will not adversely affect emission performance. The manufacturer or rebuilder of the part must certify that use of the part will not result in a failure of the engine to comply with emission regulations.

### Maintenance

Follow the maintenance schedule on page 7. Remember that this schedule is based on the assumption that your machine will be used for its designed purpose. Sustained high-load or high-temperature operation, or use in unusually wet or dusty conditions, will require more frequent service.

### Air Index

An Air Index Information hang tag/label is applied to engines certified to an emission durability time period in accordance with the requirements of the California Air Resources Board.

The bar graph is intended to provide you, our customer, the ability to compare the emissions performance of available engines. The lower the Air Index, the less pollution.

The durability description is intended to provide you with information relating the engine's emission durability period. The descriptive term indicates the useful life period for the engine's emission control system. See your *EMISSION CONTROL SYSTEM WARRANTY* (page 14) for additional information.

DESCRIPTIVE TERM	APPLICABLE TO EMISSION DURABILITY PERIOD	·
Moderate	50 hours (0–80 cc inclusive) 125 hours (greater than 80 cc)	
Intermediate	125 hours (0–80 cc inclusive) 250 hours (greater than 80 cc)	
Extended	300 hours (0–80 cc inclusive) 500 hours (greater than 80 cc) 1000 hours (225 cc and greater)	

### **SPECIFICATIONS**

### **GCV160**

TYPE	RECOIL START	ELECTRIC START
Length x Width x Height	14.4 x 13.0 x 14.2 in	14.4 x 13.9 x 14.2 in
	(367 x 331 x 360 mm)	(367 x 354 x 360 mm)
Dry weight	22 lb (9.8 kg)	26 lb (11.6 kg)
Engine type	4-stroke, overhead cam, single cylinder	
Displacement	9.8 cu in (160 cm <sup>3</sup> )	
[Bore x Stroke]	[2.5 x 2.0 in (64 x 50 mm)]	
Oil capacity	Dry engine: 18.6 oz (0.50 L)	
	Refill amount: 12.0 ~ 13.5 oz (0.35 ~ 0.41 L)*	
Fuel tank capacity	0.25 US gal (0.93 L)	
Fuel consumption **	1.1 ℓ/h at 3,000 rpm	
Cooling system	Forced air	
Ignition system	Transistorized magneto	
PTO shaft rotation	Counterclockwise	

### **GCV190**

TYPE	RECOIL START	ELECTRIC START
Length x Width x Height	14.4 x 13.0 x 14.5 in	14.4 x 13.9 x 14.5 in
	(367 x 331 x 368 mm)	
Dry weight	27.1 lb (12.3 kg)	29.3 lb (13.3 kg)
Engine type	4-stroke, overhead cam, single cylinder	
Displacement	11.4 cu in (187 cm <sup>3</sup> )	
[Bore x Stroke]	[2.7 x 2.0 in (69 x 50 mm)]	
Oil capacity	Dry engine: 18.6 oz (0.50 L)	
	*Refill amount: 12.0 ~ 13.5 oz (0.35 ~ 0.41 L)	
Fuel tank capacity	0.25 US gal (0.93 L)	
Fuel consumption **	1.3 L/h at 3,000 rpm	
Cooling system	Forced air	
Ignition system	Transistorized magneto	
PTO shaft rotation	Counterclockwise	

<sup>\*</sup> Actual amount will vary due to residual oil remaining in the engine. Always use the dipstick to confirm the actual level (see page 8)

### **Tuneup Specifications**

Spark plug gap	0.028 ~ 0.030 in (0.70 ~ 0.80 mm)	Refer to page 8
Idle speed	1,400 ± 150 rpm 1,700 ± 150 rpm (fixed throttle types) 2,500 ± 150 rpm (auto throttle types)	See your authorized Honda dealer.
Valve clearance (cold)	IN: 0.006 ± 0.001 in (0.15 ± 0.02 mm)	
	EX: 0.008 ± 0.001 in (0.20 ± 0.02 mm)	

<sup>\*\*</sup>Actual consumption will vary, depending on the load applied to the engine.

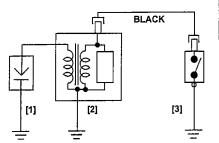
### **Quick Reference Information**

Fuel	Туре	Unleaded gasoline with a pump octane rating of 86 or higher (page 7).
Engine Oil	Туре	SAE 10W-30, API SJ or later, for general use. Refer to page 7.  * Refill amount: 12.0 ~ 13.5 oz.  (0.35 ~ 0.41 L)
Spark plug	Туре	BPR6ES (NGK) (pressure washer types) BPR5ES (NGK) (all other applications)
Maintenance	Before each use	Check engine oil level. Refer to page 8. Check air filter. Refer to page 8.
	First 5 hours	Change engine oil. Refer to page 8.
	Subsequent	Refer to the maintenance schedule on page 7.

<sup>\*</sup> Actual amount will vary due to residual oil remaining in the engine. Always use the dipstick to confirm the actual level (see page 8)

### Wiring Diagrams

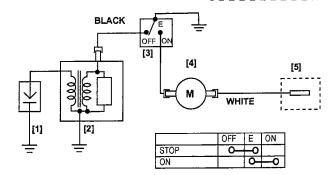
RECOIL STARTER (all types)



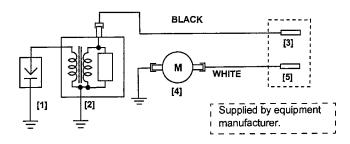
CONTACT
OPEN
CLOSE

### ELECTRIC STARTER (with flywheel brake)

Supplied by equipment manufacturer.



ELECTRIC STARTER (with blade brake clutch)



[1]	SPARK PLUG	[4]	STARTER MOTOR
[2]	IGNITION COIL	[5]	STARTER SWITCH
[3]	ENGINE STOP SWITCH		

### **CONSUMER INFORMATION**

### **Distributor/Dealer Locator Information**

### United States, Puerto Rico, and U.S. Virgin Islands:

Visit our website: www.engines.honda.com

### Canada:

Call (888) 9honda9 [888 946-6329] or visit our website: www.honda.ca

### Honda Publications

These publications will give you additional information for maintaining and repairing your engine.

Shop Manual	This manual covers complete maintenance and overhaul procedures. It is intended to be used by a skilled technician. Available through your Honda dealer or through Helm Inc. at 1 888-292-5395 or visit www.Honda-engines.com and click on Product Manuals.
Parts Catalog	This manual provides complete, illustrated parts lists. Available through your Honda dealer.

### **Customer Service Information**

Servicing dealership personnel are trained professionals. They should be able to answer any question you may have. If you encounter a problem that your dealer does not solve to your satisfaction, please discuss it with the dealership's management. The Service Manager, General Manager, or Owner can help. Almost all problems are solved in this way.

If you are dissatisfied with the decision made by the dealership's management, contact the Honda Regional Engine Distributor for your area. You can find their name, address, and phone number using the dealer/distributor locator on our website at www.hond-engines.com

If you are still dissatisfied after speaking with the Regional Engine Distributor, you may contact the Honda Office as shown below.

### <Honda's Office>

When you write or call, please provide this information:

- Equipment manufacturer's name and model number that the engine is mounted on
- Engine model, serial number, and type (see page 10)
- Name of dealer who sold the engine to you
- Name, address, and contact person of the dealer who services your engine
- Date of purchase
- · Your name, address and telephone number
- · A detailed description of the problem

### United States, Puerto Rico, and U.S. Virgin Islands:

### American Honda Motor Co., Inc.

Power Equipment Division

Customer Relations Dept.

4900 Marconi Drive

Alpharetta, GA 30005-8847

Or telephone: (770) 497-6400, 8:30 a.m. - 7:00 p.m. ET

### Canada:

### Honda Canada, Inc.

180 Honda Blvd.

Markham, ON L6C OH9 or visit: www.honda.ca

Telephone: (888) 9honda9 Toll free

(888) 946-6329

Facsimile: (877) 939-0909 T

Toll free

### **DISTRIBUTOR'S WARRANTIES**

The applicable warranty is the warranty policy in effect in the country where the warranty service is provided.

### **Distributor's Limited Warranty** United States, Puerto Rico, or the U.S. Virgin Islands

This warranty is limited to Honda general purpose engines distributed by American Honda Motor Co., Inc., Power Equipment Division, 4900 Marconi Dr, Alpharetta, GA 30005.

The following warranty applies to engines purchased at retail or placed into rental service on or after January 1, 2009

PRODUCTS COVERED BY THIS WARRANTY:	LENGTH OF WARRANTY: (FROM DATE OF ORIGINAL PURCHASE)		
	PRIVATE/ RESIDENTIAL (1) COMMERCIAL/RENT/ INSTITUTIONAL		
GCV Series Engines	24 months	3 months <sup>(2)</sup>	

<sup>(1)</sup> Private Residential: Used in maintaining owner's primary and/or secondary residence. Any other use, including but not limited to informal "for hire" use, is considered commercial/rental/institutional.

### To Qualify for this Warranty:

The Honda general purpose engine must be purchased from a Honda general purpose engine dealer or distributor authorized to sell that product in the United States, Puerto Rico, or the U.S. Virgin Islands. This limited warranty applies to first retail purchaser and each subsequent owner during the applicable warranty time period.

### /hat American Honda Will Repair or Replace Under Warranty:

American Honda will repair or replace, at its option, any part that is proven to be defective in material or workmanship under normal use during the applicable warranty time period. Warranty repairs and replacements will be made without charge for parts or labor. Anything replaced under warranty becomes the property of American Honda Motor Company, Inc. All parts replaced under warranty will be considered as part of the original product and any warranty on those parts will expire coincident with the original product

### To Obtain Warranty Service:

You must take your Honda general purpose engine, or the equipment in which it is installed, together with proof of original retail purchase date, at your expense, to a Honda engine dealer authorized to sell that product in the United States, Puerto Rico, or the U.S. Virgin Islands, during their normal business hours. To locate a dealer near you, visit our web site at http://engines.honda.com and click on FIND A DEALER.

Web site at mable to obtain warranty service, or are dissatisfied with the warranty service you receive, take the following steps: First contact the owner of the dealership involved. Normally this should resolve the problem. However, if you should require further assistance, write or call the Power Equipment Customer Relations Department of American Honda Motor Co., Inc. listed in the adjacent column.

### Exclusions:

This engine warranty does not include the following:

- Any damage or deterioration resulting from the following:
  - Neglect of the periodic maintenance as specified in the engine owner's manual
  - Improper repair or maintenance
  - Operating methods other than those indicated in the engine owner's manual
  - Damage caused by the product on which the engine is installed
  - Damage caused by conversion to, or use of, fuel other than the fuel(s) that the engine was originally manufactured to use, as set forth in the engine owner's manual and/or warranty booklet
  - The use of non-genuine Honda parts and accessories, other than those approved by Honda (other than recommended lubricants and fluids) (does not apply to the emissions warranty unless non-genuine part used is not comparable to Honda part and was cause of the failure)
  - Exposure of the product to soot and smoke, chemical agents, bird droppings, sea water, sea breeze, salt or other environmental phenomena
  - Collision, fuel contamination or deterioration, neglect, unauthorized alteration, or
  - Natural wear and tear (natural fading of painted or plated surfaces, sheet peeling and other natural deterioration)
- Consumable parts: Honda does not warrant parts deterioration due to normal wear and tear. The parts listed below are not covered by warranty (unless they are needed as a part of another warranty repair):
  - Spark plug, fuel filter, air cleaner element, clutch disc, recoil starter rope
  - Lubricant: oil and grease
- Cleaning, adjustment, and normal periodic maintenance work (carburetor cleaning and engine oil draining).
- Use of the Honda general purpose engine for racing or competition.
- Any engine that is part of a product that has ever been declared a total loss or sold for salvage by a financial institution or insurer.

### Disclaimer of Consequential Damage and Limitation of Implied

American Honda disclaims any responsibility for loss of time or use of the engine, or the equipment in which the engine is installed, transportation, commercial loss, or any other incidental or consequential damage. Any implied warranties are limited to the duration of this written limited warranty. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential

damages, so the above exclusions and limitations may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

### Distributor's Warranty Canada

HONDA CANADA INC., 180 Honda Boulevard, Markham, Ontario for and on behalf of Honda Motor Co. Ltd., Tokyo, Japan, gives the following written warranty on each new General Purpose Engine manufactured by Honda Motor Qo. Ltd., Japan, distributed in Canada by Honda Canada Inc. and sold as part of the original equipment of machinery or canada by norda canada inc. and sold as parted the organical statements in equipment when such machinery or equipment is manufactured in Canada. Whenever used herein, the word "Honda" refers to Honda Canada Inc. and/or Honda Motor Co. Ltd. as appropriate from the context.

HONDA WARRANTS THAT each new Honda General Purpose Engine will be free, under normal use and maintenance, from any defects in material or workmanship for the relevant warranty period set forth below. If any defects should be found in a Honda General Purpose Engine within the relevant warranty period, necessary repairs and General Purpose Engine within the relevant warranty period, necessary repairs and replacements with a new part or the Honda equivalent shall be made at no cost to the consumer for parts and labour (except for labour charges due to the presence of an attachment), when Honda acknowledges that such defects are attributable to faulty material or workmanship at the time of manufacture.

### WARRANTY PERIOD

Warranty coverage commences from the original date of sale or when the unit is first put into use as a demonstrator. The following warranty applies to General Purpose Engines purchased at retail or placed into rental service on or after August 1, 2011.

MODEL	NON-COMMERCIAL	COMMERCIAL	RENTAL	CONCESSION	
GCV160 GCV190	24 months	3 months	3 months	NONE	

NOTE: Concession use refers to Go Karts, etc.

### THIS WARRANTY COVERS:

- Any Honda General Purpose Engine purchased from a Honda general purpose engine dealer or distributor authorized to sell that product in Canada. Any factory installed part (except normal maintenance parts referred to in "THIS
- b) WARRANTY DOES NOT COVER"); and
- Any General Purpose Engine on which required maintenance services have been performed as prescribed in the Owner's Manual.

### THIS WARRANTY DOES NOT INCLUDE THE FOLLOWING:

- Any damage or deterioration resulting from the following:
  - Neglect of the periodic maintenance as specified in the engine owner's manual
  - Improper repair or maintenance
  - Operating methods other than those indicated in the engine owner's manual
  - Damage caused by the product on which the engine is installed
  - Damage caused by conversion to, or use of, fuel other than the fuel(s) that the engine was originally manufactured to use, as set forth in the engine owner's manual and/or warranty booklet
  - The use of non-genuine Honda parts and accessories, other than those approved by Honda (other than recommended lubricants and fluids) (does not apply to the emissions warranty unless non-genuine part used is not comparable to Honda part and was cause of the failure)
  - Exposure of the product to soot and smoke, chemical agents, bird droppings, sea water, sea breeze, salt or other environmental phenomena
  - Collision, fuel contamination or deterioration, neglect, unauthorized alteration, or
  - Natural wear and tear (natural fading of painted or plated surfaces, sheet peeling and other natural deterioration)
- Consumable parts: Honda does not warrant parts deterioration due to normal wear and tear. The parts listed below are not covered by warranty (unless they are needed as a part of another warranty repair):
  - Spark plug, fuel filter, air cleaner element, clutch disc, recoil starter rope
  - Lubricant: oil and grease
- Cleaning, adjustment, and normal periodic maintenance work (carburetor cleaning 3. and engine oil draining).
- Use of the Honda general purpose engine for racing or competition.
- Any engine that is part of a product that has ever been declared a total loss or sold 5. for salvage by a financial institution or insurer.

In order to maintain the validity of this DISTRIBUTOR'S WARRANTY, the required maintenance services as set forth in the Owner's Manual must be performed at the proper intervals and detailed receipts and records retained as proof.

### TO OBTAIN WARRANTY SERVICE

You must take your Honda General Purpose Engine, at your expense, during normal service hours, to the authorized Honda Power Products dealer or the dealer designated by the manufacturer of the machinery or equipment powered by the Honda engine. If you are unable to obtain or are dissatisfied with the warranty service you receive, first contact the owner of the dealership involved; this should resolve the problem. If you require further assistance, contact Honda Canada Inc., at the address shown under Customer Service Information (page 12).

### REPLACEMENT PARTS WARRANTY

New Honda Genuine replacement parts sold to a consumer or installed by an authorized Honda power equipment dealer which are not covered by the DISTRIBUTOR'S WARRANTY are warranted for a period of one year from date of purchase for normal use, WARKANT are warranted for a period of one year induced in date of provided in or 3 months for rental or concession use provided, however, that this Replacement Parts Warranty does not apply to any replacement parts modified, used with, or installed on a power product for which the replacement parts were not intended. Electrical components that are not installed by the dealer (sold over the counter) are not covered by warranty.

<sup>(2)</sup> Honda GCV general purpose engines are not covered by this warranty when installed on concession type vehicles.

### ENTIRE WRITTEN WARRANTY

This DISTRIBUTOR'S WARRANTY is the only and the entire written warranty given by Honda for Honda General Purpose Engines. No dealer or his agent or employee is authorized to extend or enlarge on these warranties on behalf of Honda by any written or verbal statement or advertisement.

### DISCLAIMER

To the extent the law permits, Honda disclaims any responsibility for loss of time or use of the General Purpose Engine, transportation or towing costs or any other indirect, incidental or consequential damage, inconvenience or commercial loss.

### NOTICE TO CONSUMER

The provisions contained in these written warranties are not intended to limit, modify, take away from, disclaim or exclude any warranties set forth in or the operation of The Consumer Products Warranties Act, 1977 (Saskatchewan), The Consumer Product Warranty and Liability Act (New Brunswick), The Consumer Protection Act (Quebec), or any other similar provincial or federal legislation.

### PRIVACY STATEMENT

The owner information submitted may be used by Honda and its related companies, their dealers and service providers to communicate marketing, product and service information to you. If you prefer not to receive marketing information, please contact us at 1-888-946-6329.

### International Warranty

See last pages.

### **EMISSION CONTROL SYSTEM WARRANTY**

Your new Honda Power Equipment engine complies with the U.S. EPA, Environment Canada, and State of California emission regulations (models certified for sale in California only). American Honda Motor Co., Inc. provides the emission warranty coverage for engines in the United States and its territories. Honda Canada Inc. provides the emission warranty for engines in the 13 provinces and territories of Canada. In the remainder of this Emission Control System Warranty, American Honda Motor Company Inc. and Honda Canada Inc. will be referred to as Honda.

### YOUR WARRANTY RIGHTS AND OBLIGATIONS:

The California Air Resources Board and Honda are pleased to explain the emission control system warranty on your 2014 and later Honda Power Equipment engine. In California, new spark-ignited small off-road equipment engines must be designed, built, and equipped to meet the State's stringent anti-smog standards.

### OTHER STATES, U.S. TERRITORIES, AND CANADA

In other areas of the United States and in Canada, your engine must be designed, built, and equipped to meet the U.S. EPA and Environment Canada emission standards for spark-ignited engines at or below 19 kilowatts. Specific Honda products that do not meet the California emissions regulations can be identified by a "Not for sale in California" decal.

### ALL OF THE UNITED STATES AND CANADA

Honda must warrant the emission control system on your power equipment engine for the period of time listed below, provided there has been no abuse, neglect, or improper maintenance of your power equipment engine. Where a warrantable condition exists, Honda will repair your power equipment engine at no cost to you including diagnosis, parts, and labor.

Your emission control system may include such parts as the carburetor or fuel injection system, the ignition system, and catalytic converter. Also included may be hoses, connectors, and other emission-related assemblies. (See adjacent table for additional covered parts).

### OWNER'S WARRANTY RESPONSIBILITY:

As the power equipment engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Honda recommends that you retain all receipts covering maintenance on your power equipment engine, but Honda cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the power equipment engine owner, you should however be aware Honda may deny you warranty coverage if your power equipment engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

You are responsible for presenting your power equipment engine to a Honda Power Equipment dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your emissions warranty rights and responsibilities, you should contact the Honda Office in your region:

or

American Honda Motor Co., Inc.
Power Equipment Customer
Relations
4900 Marconi Drive
Alpharetta, Georgia 30005-8847
Telephone: (888) 888-3139
Email: powerequipmentemissions
@ahm.honda.com

Honda Canada Inc. 180 Honda Blvd. Markham, ON, L6C, 0H9 Telephone: (888) 946-6329

### WARRANTY COVERAGE:

Honda power equipment engines sold in the United States and Canada are covered by this warranty for a period of two years from the date of delivery to the original retail purchaser or the length of the Honda Distributor's Limited Warranty, whichever is longer. This warranty is transferable to each subsequent purchaser for the duration of the warranty period.

If any emission-related part on your engine is defective, the part will be repaired or replaced by Honda without charge for diagnosis, parts, or labor. All defective parts replaced under this warranty become the property of Honda. A list of warranted parts is in the adjacent column. Normal maintenance items, such as spark plugs and filters, that are on the warranted parts list are warranted up to their required replacement interval only.

Honda will also replace other engine components damaged by a failure of any warranted part during the warranty period.

Only Honda approved replacement parts may be used in the performance of any warranty repairs and must be provided without charge to the owner. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or maintenance of your engine, and an authorized Honda dealer determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied. If the part in question is not related to the reason your engine requires repair, your claim will not be denied.

### TO OBTAIN WARRANTY SERVICE:

You must, at your own expense, take your Honda Power Equipment engine or the product on which it is installed, along with your sales registration card or other proof of original purchase date, to any Honda Power Equipment dealer who is authorized by Honda to sell and service that Honda product during his normal business hours. Claims for repair or adjustment found to be caused solely by defects in material or workmanship will not be denied because the engine was not properly maintained and used.

If you are unable to obtain emission warranty service or are dissatisfied with the warranty service you received, contact the owner of the dealership involved. Normally this should resolve your problem. However, if you require further assistance, contact the Honda office in your region. Refer to adjacent column for contact information.

### **EXCLUSIONS:**

Failures other than those resulting from defects in material or workmanship are not covered by this warranty. This warranty does not extend to emission control systems or parts that are affected or damaged by owner abuse, neglect, improper maintenance, misuse, misfueling, improper storage, collision, the incorporation of, or use of, unsuitable attachments, or the unauthorized alteration of any part.

This warranty does not cover replacement of expendable maintenance items made in connection with required maintenance service after the item's first scheduled replacement as listed in the maintenance section of the product Owner's Manual, such as: spark plugs and filters.

### DISCLAIMER OF CONSEQUENTIAL DAMAGE AND LIMITATION OF IMPLIED WARRANTIES:

American Honda Motor Co., Inc. and Honda Canada disclaim any responsibility for incidental or consequential damages such as loss of time or the use of the power equipment, or any commercial loss due to the failure of the equipment; and any implied warranties are limited to the duration of this written warranty. This warranty is applicable only where the California, U.S. EPA or Environment Canada emission control system warranty regulation is in effect.

### EMISSION CONTROL SYSTEM WARRANTY PARTS:

SYSTEMS COVERED BY THIS WARRANTY:	PARTS DESCRIPTION:
Fuel Metering	Carburetor assembly, (includes starting enrichment system), Engine temperature sensor, Engine control module, Fuel injector, Fuel regulator, Intake manifold
Evaporative	Fuel tank, Fuel cap, Fuel hoses, Vapor hoses, Carbon canister, Canister mounting brackets, Fuel strainer, Fuel valve, Fuel pump, Fuel hose joint, Canister purge hose joint
Exhaust	Catalyst, Exhaust pipe, Muffler (with catalyst)
Air Induction	Air cleaner case, Air cleaner element*
Ignition	Flywheel comp., Flywheel magneto, Ignition pulse generator, Crankshaft position sensor, Power coil, Ignition coil assembly, Ignition control module, Spark plug cap, Spark plug*
Crankcase Emission Control	Crankcase breather tube, Breather valve assembly, Oil filler cap
Miscellaneous Parts	Tubing, fittings, seals, gaskets, and clamps associated with these listed systems

Note: This list applies to parts supplied by Honda and does not cover parts supplied by the equipment manufacturer. Please see the original equipment manufacturer's emissions warranty for non-Honda parts.

\* Covered up to the first required replacement only. See the MAINTENANCE SCHEDULE on page 6.

PWL50975-O



Ship Via: Order Date: Order #: 6/8/2015 UPS SO.144663

Ship <u>.</u>

Line #

Item Number

Description

Quantity

1.00

160cc Honda (R280 Red) #639052

10000 703360

Authorization Number:	Tracking #:	Customer PO #:	Ship Date:
ımber:	1Z564570030124254 8	2789693	6/8/2015

## RETURNS INSTRUCTIONS

- \* If your merchandise arrived damaged, call the carrier that delivered your package within 24 hours of receipt prior to contacting Northern Tool.
- handling of your return. \* To return an item please follow the instructions below to ensure prompt

a Return Authorization Number prior to returning the product. Products will

Contact Northern Tool Customer Service toll free at 1-800-222-5381 for

not be accepted without an Authorization Number. Please indicate this

- from shipping date. Products eligible for return must be new, unused and accessories. Products must be repackaged properly, in the original unaltered (with no clipped wires) and contain all original product packaging Please understand Northern Tool cannot accept returns after 30 days manufacturer's return address. number on this form. Do not return to Northern Tool. We will provide the packaging. returns will be subject to a manufacturer's 15% restocking fee
- COD returns will not be accepted
- Gas-powered items cannot be returned if gassed or oiled. In addition, Go Karts, Mini Bikes, Scooters, and some winches are not returnable
- List the items you are returning with the return code below.

				Item Number  Qty  Description
				Qty
			Code	Reason
			Return	Ą
			Return Exchange	Action

### Codes: Return

AL - Order Arrived Late

DF - Defective

DM - Damaged

NE - Not what expected

OR - Other (explain)

PQ - Not satisfied w/quality

PP - Not satisfied w/performance

WO - Ordered wrong item

WS - Wrong size



Jena L. Borden (IL&Moonly) • James C. Bradley • Michael J. Brickman • Nina Fields Britt Elizabeth Middleton Burke • J. David Butler • Aaron R. Dias • D. Charles Dukes Jerry Hudson Evans • H. Blair Hahn • Daniel S. Haltiwanger • Gregory A. Lofstead Christiaan A. Marcum • Katie McElveen • Christopher J. Moore • Matthew A. Nickles Karl E. Novak • Misty Black O'Neal • Kimberly Keevers Palmer • Charles W. Patrick, Jr. Terry E. Richardson, Jr. • Thomas D. Rogers • A. Hoyt Rowell, III • Brady R. Thomas T. Christopher Tuck • James L. Ward, Jr. • Edward J. Westbrook • Kenneth J. Wilson Robert S. Wood • Of Counsel: Gordon C. Rhea (CA, DC & USVI only) David L. Suggs (MN & NY only)

DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863 EMAIL: <u>dhaltiwanger@rpwb.com</u>

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue Ariens Company, Kawasaki Motors Corp., U.S.A., and The Home Depot for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Ariens Company and its affiliated entities (together "Ariens"), Kawasaki Motors Corp., U.S.A., and The Home Depot (collectively "the proposed Defendants") for numerous violations of the CAA.

Ariens is a privately held American corporation founded in 1933 that manufactures lawn care equipment and uses the brands Ariens, Gravely, and others. Ariens is headquartered in Wisconsin. Unfortunately, it appears that while Ariens promotes itself as environmentally friendly, it does not meet all of its obligations under the CAA.

Kawasaki Motors Corp., U.S.A. is the North American distributor for Kawasaki Heavy Industries, Limited (KHI). Even though it originally started out as a shipbuilding company, its most visible consumer product lines are its motorcycles and all-terrain vehicles, although the company and its subsidiaries also manufacture personal water craft, ships, industrial plants, tractors, trains, small engines, and aerospace equipment (including military aircraft). Subcontractor work on jet aircraft (including jumbo jets) has been done for Boeing, Embraer, and Bombardier. The company is one of five major Japanese companies contracted to build parts for Boeing's 777X aircraft. *See* 

https://en.wikipedia.org/wiki/Kawasaki Heavy Industries#North America, last visited July 17, 2015.

The Home Depot is a retail store that imports and sells, among many things, outdoor power devices, such as products manufactured by Ariens. Under the CAA, the term "manufacturer" is defined broadly. The

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

### LEGAL AUTHORITY

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. *See also* 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of the proposed Defendants' warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from The Home Depot an Ariens Walk Behind Lawn Mower that utilizes a Kawasaki engine. The mower came with owner's manuals for both the Kawasaki engine and the Ariens mower. Below we have detailed the most significant violations that we have discovered.

### **Ariens**

Ariens' warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name.

Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Ariens warranty does not include the required language. Additionally, on page EN-27 the warranty states that "An authorized Ariens dealer ...will repair any defect...", thus appearing to limit coverage to only authorized shops. Later, the warranty states that: "To obtain warranty service, the original purchaser must...\*Have the warranty service performed by an authorized Ariens, Gravely, or Countax service representative." Additionally, the warranty states: "Parts that are not genuine Ariens, Gravely, or Countax service parts are not covered by this warranty and may void the warranty."

Ariens' warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Ariens facilities and parts is a clear violation of the regulation.

Ariens' warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Ariens warranty does not provide a 1-800 number or required email address to assist in arranging warranty repairs.

Ariens' warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On page EN-27 Ariens purports to limit the warranty period when the product is used commercially to either 90 days or 1 year. Such "commercial" limitations are not provided for in the CAA.

Ariens' warranty also violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The Ariens warranty stated that the warranty is limited to only the original purchaser on multiple occasions in the warranty.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Ariens may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

Ariens' warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Ariens owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Additionally, the Ariens warranty fails to provide a complete list of the components required to be covered by the CAA found in 40 C.F.R. § 1068 Appendix I. By not providing a complete list of covered parts, an owner might incorrectly believe that an emissions component is not covered. Even worse, the Ariens warranty actually disclaims covering parts of the emissions control system such as spark plugs, air filters, and fuel filters.

### Kawasaki

Ariens may argue that its warranty is in addition to the warranty offered by Kawasaki for the mower. Nothing in the CAA regulations allow for a manufacturer such as Ariens to pass its CAA responsibilities onto a component manufacturer. Additionally, such reliance would be misplaced as the Kawasaki warranty also has many violations of the CAA.

Two warranties by Kawasaki were provided with the Ariens lawn mower. One is entitled Emission Control System Warranty Statement and the other is Kawasaki Limited Warranty. Neither warranty is compliant with the Clean Air Act nor together do they not meet the obligations of the law.

### 1. Kawasaki's Emission Control System Warranty

Kawasaki's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Kawasaki Emission Control System warranty does not include the required language. Worse, the warranty states: "You must, at your own expense, take your Kawasaki small off-road engine or the product on which it is installed, along with proof of original purchase date, to any Kawasaki Dealer who is authorized by Kawasaki to sell and service that Kawasaki product during the Dealer's normal business hours."

Kawasaki's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized Kawasaki dealers is a clear violation of the regulation.

Kawasaki's warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The mower's owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

### 2. Kawasaki Limited Warranty Four Cycle Engine

This document's impact on the Emission Control System Warranty is unclear. The document states:

NO EXPRESS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE KAWASAKI FOUR-CYCLE ENGINE EXCEPT AS SPECIFICALLY SET FORTH HEREIN...THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

The use of the "in lieu" language is a violation of 40 C.F.R. § 1054.120(e). Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the limited warranty. On its face, the "in lieu" language contradicts the existence of the Emission Control System Warranty provided separately from the owner's manual and someone reading this warranty would not know that the unattached emissions control warranty existed.

Furthermore, this warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Kawasaki Limited Warranty Four Cycle Engine warrant does not include the required language. In fact, the warranty states: "The liability of Kawasaki under the thirty-six month warranty is limited solely to the

remedying of defects in materials or workmanship by an authorized Kawasaki engine dealer at its place of business during customary business hours."

Kawasaki's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized Kawasaki dealers is a clear violation of the regulation.

The Kawasaki Limited Warranty Four Cycle Engine also violates 40 C.F.R. § 1054.120(a) *General Requirements*. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The Kawasaki warranty states that the warranty is limited to the "initial" purchaser.

Kawasaki's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Kawasaki warranty does not provide a 1-800 number or required email address to assist in arranging warranty repairs

### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like the proposed Defendants that engage in the CAA violations alleged above with products intended for the U.S. market. *See* 42 U.S.C. § 7401(b). By pursuing the proposed Defendants, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendants future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations

designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendants' owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Ariens' and Kawasaki's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by these proposed Defendants. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: Masafumi "Masa" Nakagawa, President, Kawasaki USA
Micheal Grbic, General Counsel, Kawasaki
Dan Ariens, president and CEO
Craig Menear, CEO, The Home Depot
Teresa Wynn Roseboro, General Counsel, The Home Depot
Evan Belser, EPA, Air Enforcement Division
SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201
SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201



## homedepot.com

1-800-430-3376

Monday - Sunday: 6 am to 2 am ET

## Thank you for your order!

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LTL Basic Service

# Ship To

### DELIVERY PHONE MUST BE W/FREIGHT. ALL CHARGES PREPAID. PACKING SLIP REQ'D, NO CUSTOMER ASSISTANCE AVAIL. RESIDENTIAL CALL AHEAD REQ'D. LIFTGATE 8119 HD.COM Message:

	911194	Model Number
	203436850	Internet Number
	LM21 CLASSIC, SP SW - 50 STATE	Item Description
,	1	Qty Shipped

## Return Policy Basics

For our complete return policy, please visit www.homedepot.com/returns

- \* Most merchandise must be returned within 90 days in exception on homedepot.com. unused, like-new condition, unless noted in our return policy
- \* If available, use original packaging to return all items
- \* All refunds will be credited back to the original form of payment within 3-5 business days of carrier pickup.
- \* Shipping costs will not be paid by The Home Depot when returning an item que to general dissatisfaction or purchaser regret.

## To Prepare Your Return

## 3 Easy Options

- A. Return to Store (Fastest Way to Receive Your Refund) \* Bring the item(s) with a copy of your shipping confirmation e-mail to your local Home Depot Store for a product refund.
- B. Ship the package using our prepaid returns label (charges will be billed to your credit
- \* Complete the Returned Items area located on the bottom of this page and place a copy of this form in the box.
- \* Pack the item in original packaging
- \* Apply the prepaid label over the top of the location of the parcel carrier on the label. original shipping label and take to a shipping

 C. Call our Customer Service Center
 \* To arrange for carrier pickup, call our Customer Service Center at 1-800-430-3376.

Note: Federal law prohibits items that use flammable liquids or gas from being returned through the mail

Custom made products such as paint samples and custom blinds are not returnable

_		Γ	911194	Model	
			4	Model Number	
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	-		_M21 CLASSIC, SP SW - 50 STATE	Item Description	<b>Return Form</b> - Please detach and return with items
				Qty Returned	h items
				Return Code	

## Reason Code Options

- 09=Damage Merchandise 12=Late Delivery 01=Defective Merchandise
- 14=Changed Mind/Didn't Like 13=Received Wrong Product
- 15=Ordered Wrong Product

Customer Name:

Customer Order#

PO#



# Walk Behind Lawn Mower

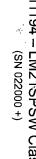
Manuel du Propriétaire/Utilisateur Owner/Operator Manual

### **Models**

911170 - LM21P Classic (SN 022000 +)

911193 – LM21SP Classic (sn 022000 +)

911194 - LM21SPSW Classic











EN ENGLISH FR FRANÇAIS

The use of any gasoline exceeding 10% ethanol (E10) or 10% MTBE will void the product warranty.

L'utilisation d'une essence contenant plus de 10% d'éthanol (E10) ou de 10% de MTBE annuient la garantie.

04052200A • 3/14 Printed in USA

### CONTROLS AND FEATURES ..... 10 ASSEMBLY.....9 SERVICE AND ADJUSTMENTS ..... SAFETY..... TABLE OF CONTENTS 20 WARRANTY ..... SPECIFICATIONS..... ACCESSORIES..... SERVICE PARTS ..... STORAGE..... TROUBLESHOOTING ......25

## NTRODUCTION

THE MANUAL

instructions and controls during normal Before using the unit, carefully and operation and maintenance. will give you an understanding of safety completely read your manuals. The contents

direction of forward travel given from the operator's position, facing the All reference to left, right, front, or rear are

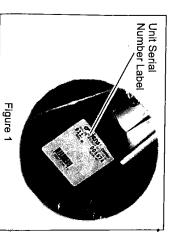
## **ENGINE MANUAL**

the engine manufacturer for a replacement manual is included in the literature package separate manual specific to the engine. This manual If the engine manual is not available, contact manual for engine service recommendations that shipped with the unit. Refer to this The engine on this unit is covered by a

## SERVICE AND REPLACEMENT

service inquiries, know the Model and Serial When ordering replacement parts or making numbers of your unit and engine.

number label located on the frame of your package. They are also printed on a serial registration form in the unit literature Numbers are located on the product



Record unit model and serial numbers

Record engine model and serial numbers here:

## PRODUCT REGISTRATION

proof of purchase if you do not register your period will be honored, whether or not the at the time of purchase. Registering the requirements during the limited warranty service information. All claims meeting warranty claims or contact you with the latest product will help the company process product registration card is returned. Keep a The Ariens dealer must register the product

or go to www.ariens.com on the internet. return the product registration card to Ariens register your product, please fill out, sign and Customer Note: If the Dealer does not

## **UNAUTHORIZED REPLACEMENT** PARTS

warranty, property damage, personal injury or Ariens Dealer, go to www.Ariens.com on the death arising out of the use of unauthorized liability for any claims or damages, whether and may void the warranty. Ariens disclaims performance, durability, or satety of this unit anything other than an Ariens authorized Replacing any part on this vehicle with Use only Ariens replacement parts. replacement parts. To locate your nearest replacement part may adversely affect the

## **DEALER DELIVERY**

Dealer should:

- Check that all assembly and adjustments have been properly completed.
- 2. Fill out Original Purchaser Registration
- 3. Explain Ariens Limited Warranty Policy Card and return the card to Ariens.
- Explain recommended lubrication and change oil in 4 cycle engine crankcase adjustments. Remind customer to maintenance. Advise customer on after first five (5) hours of operation.

Instruct customer on controls and emphasize the Safety Rules. Give operation of unit. Discuss and thoroughly read and understand them customer Owner/Operator, Parts, and Engine manuals. Advise customer to

### DISCLAIMER

in effect at printing. Equipment described specifications contained in this manual were notice or obligation. The descriptions and upon its products at any time without public make changes to, and add improvements within this manual may be optional. Some Ariens reserves the right to discontinue, illustrations may not apply to your unit.

### SAFETY



capable of amputating hands and feet and throwing objects. Failure on all slopes requires extra slip and fall accidents. Operation Slopes are a major factor related to in the manuals and on decals could WARNING: This cutting machine is result in serious injury or death. to observe the safety instructions

where you last saw them. assume that children will remain presence of children. Never operator is not alert to the Tragic accidents can occur if the

and the vapors are explosive Gasoline is extremely flammable handle with care.

parts to stop before leaving (if equipped) and allow moving Stop unit and engine, remove key operator's position.

## SAFETY ALERT SYMBOLS



symbols. They mean: These are safety alert

- **ATTENTION!**
- INVOLVED! YOUR SAFETY IS
- When you see this symbol: BECOME ALERT!
- OBEY THE MESSAGE

words below are used on decals and in this manual. The safety alert symbols above and signal

Read and understand all safety messages.



DANGER: IMMINENTLY
HAZARDOUS SITUATION! If not
avoided, WILL RESULT in death or serious injury.



WARNING: POTENTIALLY HAZARDOUS SITUATION! If not or serious injury. avoided, COULD RESULT in death

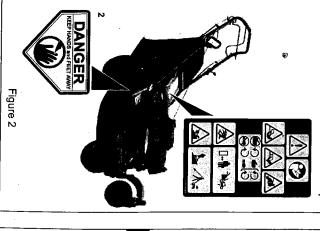
HAZARDOUS SITUATION! If not avoided, MAY RESULT in minor or **CAUTION: POTENTIALLY** to alert against unsafe practices. moderate injury. It may also be used

### NOTATIONS

unit or attachment. proper operation and maintenance practices **NOTE:** General reference information for information required to prevent damage to IMPORTANT: Specific procedures or

### SAFETY DECALS AND LOCATIONS

ALWAYS replace missing or damaged safety decals. Refer to Figure 2 for safety decal



## 1. Safety Decal Description

1. DANGER!

DANGER



Read and understand the operator's manual before operating unit

## 1.1 Amputation Hazard



near rotating blades. To avoid amputation hazard do not put hands



To avoid amputation hazard do not put feet near rotating blades



To avoid amputation hazard do not put hands of feet near moving belts.

## 1.2 Amputation Hazard



parts. from all rotating or moving Keep hands and feet away



Keep all guards and shields in place

## 1.3 Discharge Hazard



damage.

can cause injury or Discharge Hazard – NEVER direct discharge property. Thrown objects toward people, pets or



in operation. Keep children and others away from unit while unit is



bagger is attached. operating position or entire Do not operate mower unless guards are in

1.4 Tipping Hazard



DEATH MAY RESULT SERIOUS INJURY OR FROM MACHINE

- ROLLOVER Failure to follow these in serious injury or instructions could result
- drop offs on steep slopes or near Do not operate machine death
- Avoid sharp and/or quick turns



siopes. DO NOT operate on



backward. before and while moving Look down and behind

### 2. DANGER!



ALWAYS Keep hands and feet away from discharge

## SAFETY RULES

could result in serious injury or death. to observe the following safety instructions hands and feet and throwing objects. Failure This cutting machine is capable of amputating

on the B71.1 specifications of the Americar time of production. National Standards Institute in effect at the The following safety instructions are based

### Training

on the machine and in the manuals before Read, understand, and follow all instructions

anyone enters the area pets before operating. Stop machine if Be sure the area is clear of bystanders and

> serous permanent injury or death to the operator or a bystander. Improper use of power equipment can cause

Understand:

- How to operate all controls
- The functions of all controls
- How to STOP in an Emergency

explain it to them. the manual, it is the owner's responsibility to If the operator or the mechanic cannot read

and require them to read and understand manuals and decals. Always train any inexperienced operators <u>a</u>

machine. familiar with the instructions, to operate this Only allow responsible adults, who are

themselves, other people or property Only the user can prevent and is responsible for accidents or injuries occurring to

### Operator Age

operate any outdoor power equipment. Do not allow children under the age of 18 ਰ

operator. Local regulations may restrict the age of the

### Children

children will remain where you last saw and the mowing activity. Never assume that Children are often attracted to the machine not alert to the presence of children. Tragic accidents can occur if the operator is

the area. Be alert and turn mower off if a child enters

Never allow children to operate the machine

may block your view of a child. corners, shrubs, trees, or other objects that Use extreme care when approaching blind

other than the operator. the watchful care of a responsible adult Keep children out of the mowing area and

## Personal Protection

DO NOT wear loose clothing or jewelry and the back hair that may get caught in rotating parts.

Wear adequate outer garments.

Wear adequate safety gear and protective gloves.

Do not operate machine barefooted or while wearing sandals. Always wear substantial footwear.

Always wear eye and ear protection when operating machine.

### Before Operating

Keep all nuts and bolts tight to be sure the equipment is in safe working condition.

Maintain the machine to be in compliance with the maintenance schedule.

Clean grass and debris from unit, especially from around muffler and engine, to help prevent fires.

Inspect unit before each use for missing or damaged decals and shields, correctly operating safety interlock system, and deterioration of grass catchers. Replace or repair as needed.

Ensure safety interlock system is functioning properly. Do not operate unit if safety interlock is damaged or disabled.

Never tamper with safety devices. Check their proper operation regularly. Never do anything to interfere with the intended function of a safety device or to reduce the protection provided by the safety device.

Keep machine free of grass, leaves, or other debris build-up. Clean up oil or fuel spillage and remove any fuel-soaked debris.

### Operation

Releasing the operator presence control (OPC) handle stops engine and blade within 3 seconds. Check this feature frequently. If feature fails to operate, disconnect spark plug wire and adjust as necessary or have the unit inspected and repaired by an authorized Ariens dealer before using.

Be sure the area is clear of bystanders before operating. Stop machine if anyone enters the area.

Never operate machine in a closed or poorly ventilated area.

ALWAYS maintain unit in safe operating condition. Damaged or worn out muffler can cause fire or explosion.

This product is equipped with an internal combustion type engine. DO NOT use unit on or near any unimproved, forest-covered or brush covered land unless exhaust system is equipped with a spark arrester meeting applicable local, state or federal laws. A spark arrester, if it is used, must be maintained in effective working order by operator.

Do not operate machine while under the influence of alcohol or drugs.

Do not put hands or feet near rotating parts or under the machine. Keep clear of the discharge opening at all times.

DO NOT touch parts which are hot. Allow parts to cool.

Do not operate machine without the entire grass catcher, discharge guard, or other safety devices in place and working.

Always keep hands and feet away from all pinch points.

Never operate mower in wet grass. Always be sure of your footing; walk; never run.

Never direct discharged material toward anyone. Avoid discharging material against a wall or obstruction. Material may ricochet back toward the operator. Stop the blade(s) when crossing gravel surfaces.

Disengage the drive system, if so equipped, before starting the engine (motor).

If the machine should start to vibrate abnormally, stop the engine (motor) and check for the cause immediately. Vibration is generally a warning of trouble.

Keep safety devices or guards in place and functioning properly. Never modify or remove safety devices.

Do not pull machine backward unless absolutely necessary. Always look down and behind before and while moving backward.

Stop engine before removing grass catcher or unclogging chute.

If you strike a foreign object, stop and inspect the machine. Repair, if necessary, before restarting.

Never leave a running machine unattended.

Stop the engine (motor) and wait until the blade(s) comes to a complete stop before cleaning the machine, removing grass catcher, or unclogging the discharge guard.

be disengaged when starting engine.

On self-propelled models, releasing wheel drive control must stop mower's forward movement. If this feature falls to operate, disconnect spark plug wire and repair before the control.

## Operating Conditions

Watch for traffic when operating near or crossing roadways.

Clear the area of objects such as rocks, wire, toys, etc., which could be thrown by the blades. Stay behind the handle when the engine (motor) is running.

Use care when approaching blind corners, shrubs, trees or other objects that may obscure vision.

Dust, smoke, fog, etc. can reduce vision and cause an accident.

Operate machine only in daylight or good artificial light.

See manufacturer's instructions for proper operation and installation of accessories. Only use accessories approved by the manufacturer.

### Slope Operation

Slopes are a major factor related to loss of control and tip-over accidents, which can result in severe injury or death. Operation on all slopes requires extra caution. If you feel uneasy on it, do not mow it.

Mow across slopes, never up and down. Exercise caution when changing direction on slopes.

Watch for holes, ruts, bumps, rocks, or other hidden objects. Uneven terrain could cause a slop and fall accident. Tall grass can hide obstacles.

On not mow wet grass or excessive steep.

Do not mow wet grass or excessive steep slopes. Poor footing could cause a slip and fall accident.

DO NOT operate near drop-offs, ditches, or embankments. You could lose your footing or balance.

### נפט

On self-propelled models, wheel drive must

To avoid personal injury or property damage use extreme care in handling gasoline. Gasoline is extremely flammable and the vapors are explosive.

Ethanol blends must not exceed E10. Higher ethanol content may cause your machine to run hotter and damage your engine.

Replace fuel cap securely and clean up spilled fuel before starting engine.

Extinguish all cigarettes, cigars, pipes, and other sources of ignition.

Use only an approved gasoline container.

Never store the machine or fuel container where there is an open flame, spark, or pilot light such as on a water or space heater or other appliances.

Never fill containers inside a vehicle or on a truck or trailer bed with a plastic liner.
Always place containers on the ground away from your vehicle before filling.

Never fuel the machine indoors.

Never remove gas cap or add fuel with the engine running. Allow engine to cool before fueling.

Fuel is highly flammable and its vapors are explosive. Handle with care. Use only an approved gasoline container with an appropriately sized dispensing spout.

NO smoking, NO sparks, NO flames.

Remove gas-powered equipment from the truck or trailer and refuel it on the ground. If this is not possible, then refuel such equipment with a portable container, rather than from a gasoline dispenser nozzle.

equipment with a portable container, rather than from a gasoline dispenser nozzle.

Keep the nozzle in contact with the rim of the fuel tank or container opening at all times until the fueling is complete. Do not use a nozzle lock-open device.

and tighten securely. If fuel is spilled on clothing, change clothing immediately. Never overfill fuel tank. Replace gas cap

### Accessories

Check grass catcher components and the discharge guard frequently and replace with the manufacturer's recommended parts, when necessary.

Use only Ariens Company-recommended attachments that are appropriate to your use and can be used safely in your application.

### **Batteries**

result in injury and unit damage. DO NOT both battery terminals at the same time may Avoid Electric Shock. Objects contacting reverse battery connections.

No flames, No sparks, No smoking near

ALWAYS keep batteries out of reach of gear near hattery. Use insulated tools. ALWAYS wear safety glasses and protective

children.

harm. Wash hands after handling. Battery posts, terminals and related California to cause cancer and reproductive compounds, chemicals known to the State of accessories contain lead and lead

### Service

Maintain or replace safety and instruction labels, as necessary.

Keep unit free of debris. Clean up oil or fuel

overspeed the engine. Do not change engine governor setting or

the engine (motor) running. \*Disconnect the spark plug wire and ground against engine Never make any adjustments or repairs with to prevent unintended starting.

Allow engine to cool before servicing.

one blade will cause all blades to rotate. a hand. On multiblade mowers, rotation of Moving parts can cut or amputate fingers or

Never weld or straighten mower blades.

wear gloves, and use extra caution when Mower blades are sharp. Wrap the blade or

### Transporting Unit

the machine onto a truck or into a trailer. Use extra care when loading or unloading

Never secure from rods or linkages that could be damaged Secure unit chassis to transport vehicle.

Do not transport machine while engine is

ALWAYS stop engine and shut off fuel when transporting unit.

### Storage

inside a building where any ignition sources NEVER store unit with fuel in fuel tank, are present.

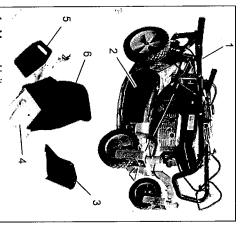
and remove any fuel-soaked debris. Allow debris build-up. Clean up oil or fuel spillage Keep machine free of grass, leaves, or other machine to cool before storing

proper storage.

clean unit thoroughly. See engine manual for For extended storage, shut off fuel and

section before proceeding. and understand the entire Safety **CAUTION: AVOID INJURY. Read** 

## CARTON CONTENTS



- Mower Unit
   Side Dischar
   Side Dischar
   Literature Pa
   Mulch Plug
   Grass Bag Side Discharge Cover
  - Side Discharge Deflector
  - Literature Pack

Figure 3

### **ASSEMBLY**

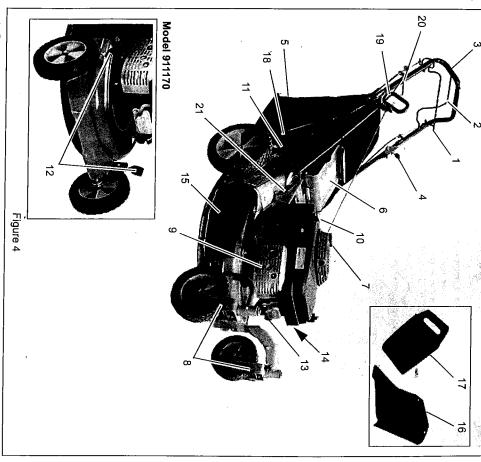
<u>AS</u>SEMBLY

1. Unfold and adjust handlebar. See HANDLEBAR HEIGHT on page 20.

NOTE: DO NOT bend the speed control rod (if equipped) when unfolding the handlebars

- 2. Fill engine crankcase with oil. See engine manual.
- 3. Set-up mower for bagging, side discharge or mulching. See MOWER SET-UP on page 14.
- 4. Fill fuel tank. See FILLING THE FUEL TANK on page 13.
- 5. Connect spark plug wire.
- Check the operator presence control or repair. See Operator Presence authorized Ariens dealer for adjustment stop engine by disconnecting spark plug feature. Try starting the engine without the handle held against the handlebar. while wearing gloves. Contact an Engine must not start. If engine starts Control (OPC) Handle on page 11.

## CONTROLS AND FEATURES



- Operator Presence Control (OPC)
- 2. Wheel Drive Control (Models 911193, 194)
- 3. Adjustable and Folding Handlebars
- 4. Swivel Wheel Lock (Model 911194)
- Grass Bag
- 6. Rear Door
- 7. Fuel Tank and Cap
- 8. Height Adjustment Pins (Model 911194)
- 9. Muffler and Muffler Guard

Oil Fill/Dipstick

11. Rear Cutting Height Lever (2)

- 13. Primer Bulb (Models 911193, 194) Front Cutting Height Levers
- 14. Air Filter
- Side Discharge Cover
- Side Discharge Deflector
- Mulchmaster™ Plug
- 18. Handlebar Adjustment Holes
- Recoil Starter Handle
- Speed Control Rod

(Models 911193, 194)

Speed Selector Bracket

### **OPERATION**

## **CONTROLS AND FEATURES**

See Figure 4 for locations.

can lead to injury. Learn what the WARNING: Improper operation entire Operator Manual. controls do and how they work. Thoroughly read and understand



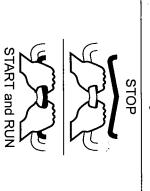
and understand the entire Safety **CAUTION: AVOID INJURY. Read** section before proceeding.

### Operator Presence Control (OPC) Handle



regularly. Improper function of control could cause injury. operator presence control handle CAUTION: Check function of

The OPC handle must be held against the nandlebar to start the engine and blade



blade within 3 seconds. Check this feature repaired by an authorized Ariens dealer necessary or have the unit inspected and disconnect spark plug wire and adjust as frequently. If feature fails to operate, presence control handle stops engine and IMPORTANT: Releasing the operator before using.

### Handlebar

Adjust handlebar to a safe and comfortable height. See *HANDLEBAR HEIGHT* on

## Recoil Starter Handle

When pulled, handle will turn engine over.

rotating blade.
ALWAYS shut off engine before **DANGER:** Avoid injury from

adjusting cutting height.

**CUTTING HEIGHT ADJUSTMENT** 

CAUTION: On self-propelled

models, both rear wheels must be

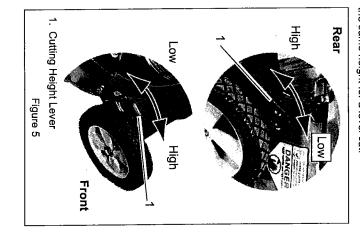
set at same height or traction drive

may not work properly.



set desired height (Figure 5). To change cutting height, move cutting height Models 911170, 193 levers one notch at a time on each wheel to

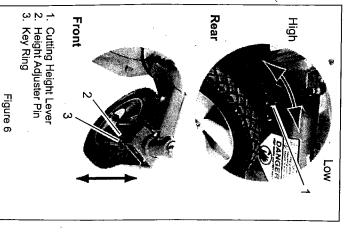
the same height for a level cut **NOTE:** Each wheel on mower must be set at



### Model 911194

ring (Figure 6). To change front wheel cutting height, insert height adjuster pin into the holes that match the desired cutting height and fasten with key

cutting height levers one notch at a time to set the desired cutting height. To change rear wheel cutting height, move



## Primer Bulb

**OPTIONAL CONTROLS** 

Models 911193, 194

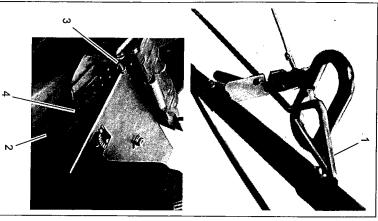
engine start. Push the primer bulb in to add fuel for easier

### Models 911193, 194 Speed Control

forward travel speed. The speed control rod changes the mower's

To change speed:

- Twist handle to rotate rod end away from speed selector bracket.
- 2. Move rod up or down to desired speed position. See Figure 7.
- Release handle



- Speed Control Handle
- Speed Selector Bracket
   Slowest Speed Position
- Fastest Speed Position

Figure 7

Models 911193, 194

Wheel Drive Control

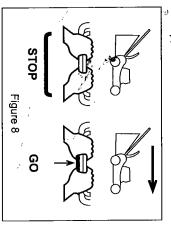
release wheel drive control before control is engaged. ALWAYS at engine start if wheel drive CAUTION: Unit will move forward starting unit.

See Figure 8.

drive to propel unit. **NOTE:** Engine must be running for wheel

change speed, see Speed Control on wheel drive control against handlebar. To page 12. To drive forward, slowly squeeze and hold

To stop, release wheel drive control



## Swivel Wheel Lock

Model 911194



steep slopes. on a slope or hill. Do not mow on Lock swivel wheels when mowing CAUTION: Avoid loss of control

See Figure 9.

To hold wheel straight:

- Push swivel wheel lock forward.
- Push unit forward until wheel locks in

To allow wheel to swivel: Pull swivel wheel lock back

Swivels Unlock - Wheel Figure 9 Straight ock - Wheel Held

## FILLING THE FUEL TANK

### GASOLINE

meets the following guidelines: IMPORTANT: ALWAYS use gasoline that

- Clean, fresh gasoline.
- different octane. Consult your engine A minimum of 87 octane/87 AKI (91 manual. RON). High altitude use may require a
- tertiary butyl ether) is acceptable. (gasohol) or up to 15% MTBE (methy Gasoline with up to 10% ethanol
- the fuel supplier. check ethanol and MTBE levels with for the content of alcohol or ethers, warranty. If the pumps are not marked approved above may void the engine Use of any gasoline other than those
- different fuels. Do not modify the fuel system to use
- Never mix oil and gasoline.

engine experiences starting or performance to a different fuel provider or fuel brand. problems after using a new gasoline, switch NOTE: All gasoline is not the same. If the

system or cause performance problems. If use a gasoline with a lower percentage of any undesirable operating problems occur alcohols or ethers) can damage the fuel reformulated fuels (fuels blended with **IMPORTANT:** Excessively oxygenated or

### Fuel Stabilizer

stabilizer to the fuel. Follow the periods without a stabilizer will deteriorate, stabilizer container. and the fuel hoses, filter and tank. Prevent resulting in gum deposits in the system. Gasoline left in the fuel system for extended recommended mix ratio found on the fuel during storage by adding a quality fuel deposits from forming in the fuel system These deposits can damage the carburetor

## To add fuel to fuel tank:

- 1. Put unit in open or well-ventilated area
- 2. Stop engine and allow to cool.
- 3. Clean fuel cap and surrounding area.
- Remove cap.

type and grade of fuel. IMPORTANT: See engine manual for correct

- 5. Fill fuel tank (see SPECIFICATIONS on page 26 for tank capacity). Do not
- Replace fuel cap and tighten.
- 7. ALWAYS clean any spilled fuel

## MOWER SET-UP



mower unless either side deflector is installed. Thrown **CAUTION:** DO NOT operate door open unless grass bag is in injury. Never operate unit with rear objects may cause damage or discharge cover or side discharge



CAUTION: If clog or obstruction and disconnect spark plug wire prevents grass flow, release any clogs. before attempting to clear away operator presence control handle

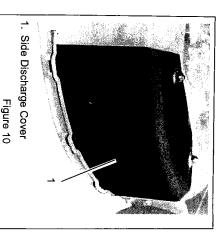
### To Bag

See Figure 10.

**CAUTION:** Grass bag material is subject to wear and deterioration replacement. Replace worn or trequently for necessary

damaged bag with Ariens original equipment replacement bag only. under normal usage. Check bag

- Shut off unit.
- 2. Install side discharge cover



- Lift rear door
- 4. Hook grass bag frame on mounting Tlange
- Lower rear door.

If necessary, lift rear of grass bag frame to lock in position.

surface necessary, clear debris from bag mounting and mounting surface after installing bag. If There should be no openings between bag

## Grass Bag Removal

- Shut off unit.
- Lift rear door.
- 3. Use handle to lift bag off mounting tlange.
- Close rear door.

grass bag or mower pan. Remove grass bag clumps or a grass coating to collect inside of pan after each use. DO NOT allow grass NOTE: Empty grass bag and clean mower from mower, wash bag with hose and allow to

## To Side Discharge

See Figure 11.

- Shut off unit.
- Remove grass bag
- 3. Install Mulchmaster plug. (See Figure 12.)
- Remove side discharge cover and retain

- on mower. Make sure deflector covers discharge opening.



Side Discharge Deflecto

Figure 11

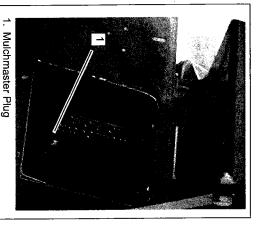
### To Mulch

See Figure 12.

- 1. Shut off unit.
- Remetye grass bag and install side discharge cover
- Open real door and insert Mulchmaster plug with the beveled face to the left.
- Close rear door.

NOTE: Rear door must close flush

install the Mulchmaster Mulching Kit. See ACCESSORIES on page 24. **NOTE:** For maximum mulching performance,



- 5. Attach side discharge deflector to studs
- Secure with cover hardware from step 4



WARNING: Improper operation can lead to injury. Learn what the controls do and how they work. Thoroughly read and understand entire Operator Manual.

See Figure 4 for all Controls and Features. **NOTE:** Start engine on a level surface that is free of debris.

### Manual Start

- Check each item under Before Each on page 17. Use in the MAINTENANCE SCHEDULE
- bulb 2 or 3 times for a cold engine.

warm engine.

- 3. For engines with a throttle, place throttle engine has started, place throttle in the control in the choke position. Once the
- With operator presence control handle harder. This is the compression stroke. handle and pull rope slowly until it pulls held against the handlebar, grasp starter Let rope rewind slowly
- Pull rope with rapid continuous full arm stroke to start engine. Allow rope to rewind slowly.

snap against bracket MPORTANT: DO NOT let starter handle

(If engine does not start, see TROUBLESHOOTING on page 25.)

### Shut Off

- 1. Release wheel drive control and allow unit to stop completely (self-propelled models)
- 2. Release operator presence control handle.

Figure 12

To stop the mower in an emergency:

- Release the operator presence control handle.
- Release the wheel drive control (models
- Allow all moving parts to stop before 911193, 194)

## STARTING AND SHUT OFF

leaving operator's position.



- 2. For engines with a primer, push primer
- NOTE: It is unnecessary to prime or choke a
- high speed detent.

- Repeat steps 4 and 5 until engine starts

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### **Mowing Tips**

Cut grass when it is dry. Keep mower blades sharp.

Do not set cutting height too low. For tall grass, mow twice.

Do not mow too fast.

Mow with engine at full throttle. Discharge clippings into areas already cut.

Vary cutting pattern with each mowing.

NOTE: To prevent dirt and grass from collecting on mower pan, avoid operating over bare ground with only patches of grass.

### Mulching Tips

For best mulching performance, cut no more than 1 inch of grass per cutting.

## MAINTENANC



**CAUTION:** AVOID INJURY. Read and understand the entire Safety section before proceeding.

Ariens Dealers will provide any service, parts or adjustments which may be required to keep your unit operating at peak efficiency. Should engine require service, contact an Ariens Dealer or an authorized engine manufacturer's service center.

## MAINTENANCE SCHEDULE

**NOTE:** Some working conditions (heavy loads, high ambient temperatures, dusty conditions, or airborne debris) may require more frequent service.

See engine manual for further maintenance and troubleshooting information.



Engine Oil Check Mower Blade Check Drive Belt Check Fasteners Check Air Cleaner Change Engine Oil * Change Engine Oil * Change Engine Oil * Change Engine Oil * Check Spark Plug Check Plug Check Engine Check	
	Before Each Use
	DULE 25 hrs
	50 hrs
	100 hrs

<sup>\*</sup> Refer to Engine Manual for detailed instructions.

## **CONTROL HANDLE** CHECK OPERATOR PRESENCE

engine and blade continue to run, adjust or 3 seconds after releasing the control. If the repair control immediately. The engine and blade must stop within

## Models 911193, 194 CHECK WHEEL DRIVE CONTROL

when the control is released. Adjust or repair if necessary. See WHEEL DRIVE CONTROL ADJUSTMENT on page 22. The unit must stop quickly and completely

## CHECK GRASS BAG

replacement bag only. with an Ariens original equipment deterioration. Replace worn or damaged bag Check grass bag frequently for wear or

### **CLEAN UNIT**

engine surfaces of debris, oil or fuel spills to Before each use clean unit, muffler and ensure proper cooling and prevent fires.

## **CHECK ENGINE OIL**

before each use. Check the level of the engine crankcase oil times or engine damage will result. **IMPORTANT:** Maintain proper oil level at all

See engine manual for instructions. Make sure engine is level when checking oil

## CHECK MOWER BLADE

See Figure 13.

Sharpen if necessary. Check blade for nicks and dull cutting edges Check blade mounting: blade must be secure and bolt torqued to 37.5 – 50 lbf-ft (bolt should fully compress lock washer).

thinned metal or other damage. Replace if Check blade for rounded or broken ends, necessary.

NOTE: Blades should be sharpened and balanced professionally. Contact your Ariens

To remove blade

- 1. Stop engine, wait for all moving parts to stop, and disconnect spark plug wire.
- 2. Block blade to prevent rotation.
- 3. Remove bolt, lock washer, flat washer and blade from shaft.

To install blade:

Check mower blade balance.

Slide mower blade on an unthreaded bolt. A balanced blade should remain in a horizontal position. If either end of

mower blade moves downward, sharpen

the heavy end until blade is balanced

- 1. Replace blade, flat washer, lock washer and bolt on shaft.
- Torque bolt to 37.5 50 lbf-ft (bolt should fully compress lock washer).
- Connect spark plug wire.

## Sharpen the Mower Blades

Tighten the bolts to a torque of 4. Install mower blade on unit.

(Figure 14).

37.5 - 50 lbf-ft.



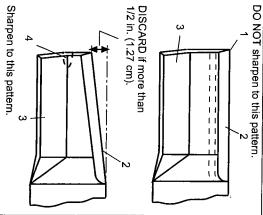
cause excessive vibration and eventual damage to unit. Check mower blades while on unit. An mower blade balance before reinstalling blades. imbalanced mower blade will CAUTION: DO NOT sharpen

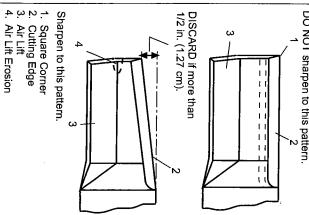
NEVER weld or straighten bent

- Remove mower blade from unit. Discard mower blade if:
- More than 1/2 in. of metal is removed
- Air lifts become eroded.
- Blade is bent or broken.

1. Blade 2. Bolt

Sharpen mower blade by removing an of mower blade. DO NOT change angle of cutting edge or round the corner of the equal amount of material from each end mower blade.





## CHECK DRIVE BELT

Figure 14

Models 911193, 194

damaged. See DRIVE BELT REPLACEMENT on page 20. Check drive belt and replace if worn or

## CHECK FASTENERS

special attention to blade hardware and all guards, shields and safety devices Check all fasteners for proper tightness. Pay

## CHECK AIR CLEANER

See engine manual for specific information.

## **CHANGE ENGINE OIL**

instructions. Refer to engine manual for detailed

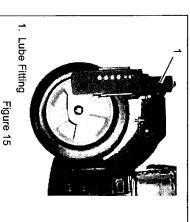
away more contaminants. oil. Warm oil will flow more freely and carry NOTICE: Run engine just prior to changing

## **GENERAL LUBRICATION**

### Model 911194

See Figure 15.

3 oz. cartridges. Use Mix Hi-Temp Grease or equivalent on the lube fittings. Order P/N: 00036800 - 3 pack of



## **CHECK SPARK PLUG**

hours of operation or each year. Spark plug should be replaced every 100

cause sparking. Replace terminal if damaged. **NOTE:** Loose spark plug wire terminals can

## CHECK ENGINE COOLING



WARNING: HOT SURFACES can cause death or serious injury. DO from operation. ALWAYS allow NOT TOUCH parts which are hot parts to cool.

and block. freely around the cooling fins, cylinder head To prevent overheating, air must circulate

often if conditions require) remove blower Every 100 hours of operation or yearly (more manual for instructions. housing and clean cooling fins. See engine

## CHECK MUFFLER

other damage. Check muffler for debris, cracks, wear, or



mufflers immediately. Continued use could result in fire or explosion CAUTION: Replace worn-out

Figure 13

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# SERVICE AND ADJUSTMENTS



and understand the entire Safety **CAUTION: AVOID INJURY Read** section before proceeding.

to underneath the deck

Put unit into service position for easy access SERVICE POSITION



steps below to help prevent fuel spills. If fuel leaks into air cleaner, replace air cleaner. ALWAYS clean CAUTION: Avoid fuel spills. Follow up any spilled fuel

- 1. Place unit on a flat, level surface
- 2. Disconnect spark plug wire.
- 3. Remove fuel cap, place a piece of cap securely. plastic bag over the opening and tighten
- Tip unit onto right side. Make sure unit is secure and will not tip over.

after unit is upright and service is complete. IMPORTANT: Remove plastic from fuel cap

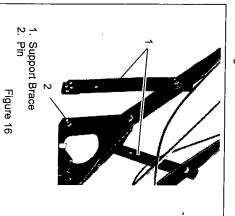
# HANDLEBAR HEIGHT

To adjust:

 Place a hole at the bottom of the braces Figure 16. over the pins on the bracket. See

To fold handlebar flat for storage:

1. Remove support braces from brackets. See Figure 16.



Simultaneously fold speed control rod and handlebar onto unit. See Figure 17. top of handlebar. See Figure 17. remove speed control rod from slot at

# Models 911193, 194 DRIVE BELT REPLACEMENT

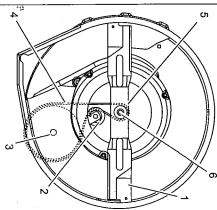
Figure 17

To remove drive belt:

- Disconnect spark plug wire.
- Set the right rear wheel to its lowest and drive sheave. provides clearance between friction disc the third cutting height. This position cutting height, and the left rear wheel to
- 3. Remove belt from the idler, then the pulley (Figure 18). drive sheave, and finally, the engine
- 4. Pull belt through opening under mower pan and over blade
- 5. Make sure the idler pulley turns and the idler arm moves freely.

sheave and pulley grooves with the idler touching the back (flat) side of belt. IMPORTANT: Be sure the belt seats in 6. Reinstall drive belt in reverse order

2. Pull speed control handle inward and



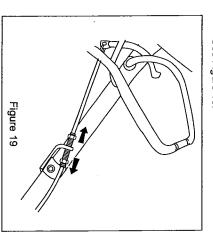
- der Blade
- DrivesSheave
- 4, 10, 00 Drive Belt
  - Engine, Rulley
- Bolt, Lock Washer & Flat Washer

Figure 18

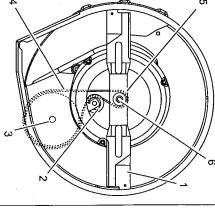
# **CONTROL HANDLE** ADJUSTMENT OPERATOR PRESENCE

Models 911193, 194

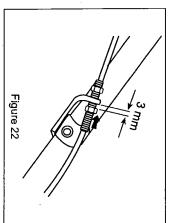
To adjust operator presence control handle: Loosen cable nuts away from bracket. See Figure 19.

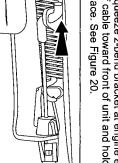


7. Adjust rear wheels to the same cutting

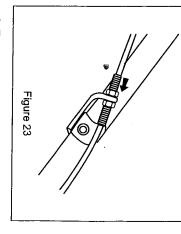


- Pull cable down from bracket until there is no slack in cable. See Figure 21. No slack Figure 21 Figure 20
- Tighten lower cable nut to 3 mm below Figure 22. bracket. Release z-bend bracket. See

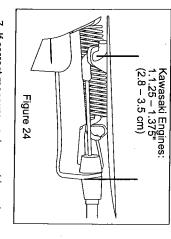




5. Tighten upper cable nut until bracket is secure between cable nuts. See Figure 23.



9 Engage operator presence control handle. Measure distance between Figure 24, middle of z-bend and cable bracket. See



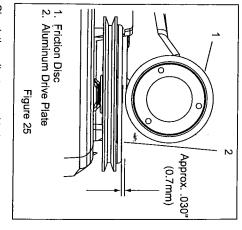
7. If correct measurement cannot be set, contact your local dealer.

# ADJUSTMENT WHEEL DRIVE CONTROL

Models 911193, 194

See Figure 25.

approximately .030" (.7 mm) disengaged, the gap between the friction disc \* and the aluminum drive plate should be NOTE: When the wheel drive control is



Check the adjustment with the engine off and with the engine on:

 With the engine off and the wheel drive forward in both fast and slow speed control disengaged, push the mower

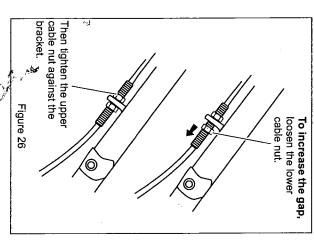
difficult to push or the rear wheels drag disc and aluminum drive plate. increase the gap between the friction drive plate is sufficient. If the mower is between the friction disc and aluminum If the mower pushes freely, the gap

2. With the engine on, the mower should control begins to pull on the cable. start moving as soon as the wheel drive

travel before the mower begins to pull, If the wheel drive control requires a long disc and aluminum drive plate. decrease the gap between the friction

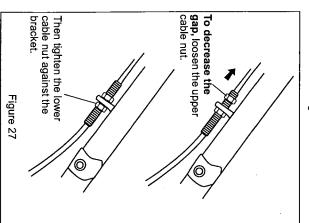
and the aluminum drive plate: To increase the gap between the friction disc

 Loosen the lower cable nut on the wheel bracket. See Figure 26 upper cable nut against the adjuster drive control cable, and then tighten the



and the aluminum drive plate: To decrease the gap between the friction disc

Loosen the upper cable nut on the wheel lower cable nut against the adjuster bracket. See Figure 27. drive control cable, and then tighten the



Check the adjustment and readjust as

NOTE: If the gap between the friction disc authorized service dealer for repairs. to this tolerance, take the unit to an and aluminum drive plate cannot be adjusted

# STORAGE



and understand the entire Safety **CAUTION: AVOID INJURY. Read** section before proceeding.

mower in a cool, dry, protected location. pressure water or store unit outdoors. Store IMPORTANT: NEVER spray unit with high-

# Cleaning

to prevent rust. Matching touch-up paint is available from your Ariens Dealer. Do not use all surfaces. Touch up all scratched surfaces pressure water. Brush off dirt and debris from Clean unit thoroughly with mild soap and low abrasives, solvents, or harsh cleaners.

# Inspection

beginning use again. damaged parts to avoid delays when Inspect mower and repair or replace worn or

Regularly check all hardware and keep fasteners tight. Know unit is in safe working

# Grass Bag

storage. Grass bag may be stored in position on mower. Wash out grass bag and allow to dry before

# Engine

(run dry). Refer to engine manual. When storing unit for extended periods of time, remove all fuel from tank and carburetor

# Fuel System

Gasoline left in the fuel system for extended stabilizer to the fuel. Follow the during storage by adding a quality fuel and the fuel hoses, filter and tank. Prevent periods without a stabilizer will deteriorate, deposits from forming in the fuel system ecommended mix ratio found on the fue These deposits can damage the carburetor resulting in gum deposits in the system.

To treat the fuel system for storage:

- Add fuel stabilizer according to manufacturer's instructions.
- Run engine for at least 10 minutes after adding stabilizer to allow it to reach the carburetor.

NEVER store the engine with fuel in the fuel tank inside of a building with potential sources of ignition.

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our mower r	Always use genuine Ariens parts to keep your mower running like new.
Description	Part Number
Air Filter	21543500 (Model 911170)
Air Filter	21541000 (Models 911193, 194)
Spark Plug	21543600 (Model 911170)
Spark Plug	21540800 (Models 911193, 194)
Blade	01137000
Drive Belt	07217100
Friction Disc	03248300

# **ACCESSORIES**

See your autho	See your authorized Ariens Dealer to add
these optional accessories.	accessories.
Part Number	Description
71102400	Dethatcher
71102700	Mulchmaster Plug
71103000	Grass Bag
71103200	Rear Discharge Chute
71103500	Mulchmaster Mulching Kit
71103700	Leaf Shredder
71103900	Straight Axle Kit
71104100	Front Swivel Wheel Kit
71104700	Bag-N-Drag Bagger Kit

LEM PROBABLE CAUSE CORRECTION

Spark plug wire loose or off.  Spark plug wire loose or off.  Operator presence control handle cable detached, broken, or not adjusted properly.  Mower clogged with grass.  Too much grass is being removed per cutting.  Grass is too wet.  Mowing speed is too fast.  Too much grass is being removed per cutting.  Grass is too wet.  Mowing speed is too fast.  Too much grass is being are moved per cutting.  Grass is too wet.  Mowing speed is too fast.  Too much grass is being are moved per cutting.  Grass is too wet.  Mowing speed is too fast.  Grass bag is overfilled.  T.  Mulching plug is installed.  Drive beit worn or damaged.  Drive beit worn or damaged.  S.  Rear wheels at different cutting the ights.  Idler spring detached.  S.  Friction disc not adjusted properly or damaged.  Bearings damaged.  8.	PROBLEM	PROBABLE CAUSE	CORRECTION
2. Spark plug wire loose or off. 3. Operator presence control handle cable detached, broken, or not adjusted properly.  difficult 1. Mower clogged with grass. 2. Too much grass is being removed per cutting. 3. Grass is too wet. 4. Mowing speed is too fast. 4. Mowing speed is too fast. 3. Mowing speed is too fast. 3. Mowing speed is too fast. 4. Prass bag is overfilled. 4. Grass bag is overfilled. 4. Rear wheels at different cutting engaged. 5. Idler spring detached. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Engine will not start	1. Fuel tank empty or low.	<ol> <li>Check fuel level. Fill tank if necessary.</li> </ol>
difficult  1. Mower clogged with grass.  1. or not adjusted properly.  1. Mower clogged with grass.  2. Too much grass is being removed per cutting.  3. Grass is too wet.  4. Mowing speed is too fast.  2. Grass is too wet.  3. Mowing speed is too fast.  4. Mowing speed is too fast.  3. Mowing speed is too fast.  4. If or much grass is being removed per cutting.  2. Grass is too wet.  3. Mowing speed is too fast.  3. Mowing speed is too fast.  4. Rear wheel drive control not engaged.  5. Idler spring detached.  5. Idler spring detached.  5. Idler spring detached.  6. Wheel drive control cable detached or broken.  7. Friction disc not adjusted properly or damaged.  8. Bearings damaged.  8.		2. Spark plug wire loose or off.	<ol><li>Check connection.</li></ol>
or not adjusted properly.  difficult 1. Mower clogged with grass. 1.0  or 1. Worn blade. 1.0 2. Too much grass is being removed per cutting. 3. Grass is too wet. 4.1 Mowing speed is too fast. 4.1 Mowing speed is too fast. 3.1 Mowing speed is overfilled. 1.1 Head of the engaged. 2.1 Mings of the engaged. 3.1 Mowing speed is overfilled. 1.1 Mings of the engaged. 3.1 Mowing speed is too fast. 3.1			<ol><li>Check cable. Adjust, repair or replace as necessary.</li></ol>
1. Worn blade. 1. On much grass is being removed per cutting. 3. Grass is too wet. 4. Mowing speed is too fast. 4. Mowing speed is too fast. 5. Indeed or broken. 1. Grass bag is overfilled. 1. Grass bag is overfilled. 2. Mulching plug is installed. 4. Rear wheels at different cutting. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Engine is difficult to restart	1. Mower clogged with grass.	Clear clippings from under mower. (Allow the mower to clear clippings before shutting off engine.)
2. Too much grass is being removed per cutting. 3. Grass is too wet. 4. Mowing speed is too fast. 1. Too much grass is being removed per cutting. 2. Grass is too wet. 3. Mowing speed is too fast. 4. I. Grass bag is overfilled. 2. Mulching plug is installed. 4. Wheel drive control not engaged. 2. Drive belt out of position. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 5. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Cut is poor	1. Worn blade.	
3. Grass is too wet. 4. Mowing speed is too fast. 4. Mowing speed is too fast. 5. Too much grass is being removed per cutting. 6. Grass is too wet. 7. Grass bag is overfilled. 8. L. Grass bag is overfilled. 9. L. Gras	rşš.		
4. Mowing speed is too fast.  1. Too much grass is being removed per cutting. 2. Grass is too wet. 3. Mowing speed is too fast. 1. Grass bag is overfilled. 2. Mulching plug is installed. 2. Mulching plug is installed. 3. I Wheel drive control not engaged. 2. Drive belt out of position. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 5. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.			3. Allow grass to dry.
1. Too much grass is being removed per cutting. 2. Grass is too wet. 3. Mowing speed is too fast. 1. Grass bag is overfilled. 2. Mulching plug is installed. 2. Mulching plug is installed. 2. Drive belt out of position. 2. Drive belt worn or damaged. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.		4. Mowing speed is too fast.	4. Mow slower.
2. Grass is too wet. 3. Mowing speed is too fast. 4. Grass bag is overfilled. 5. L. Grass bag is overfilled. 6. Wheel drive control not engaged. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8. Bearings damaged. 8. Searings damaged.	Grass does not disperse evenly	Too much grass is being removed per cutting.	1. Raise cutting height.
3. Mowing speed is too fast. 1. Grass bag is overfilled. 2. Mulching plug is installed. 2. Mheel drive control not engaged. 2. Drive belt out of position. 2. Drive belt worn or damaged. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	e de la companya de l	-	2. Allow grass to dry.
1. Grass bag is overfilled. 2. Mulching plug is installed. 2. I Wheel drive control not engaged. 2. Drive belt out of position. 2. Drive belt worn or damaged. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Ž		3. Mow slower.
2. Mulching plug is installed. 2. In Wheel drive control not engaged. 2. Drive belt out of position. 2. In the self out of position. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 6. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Mower does not bag clippings		
1. Wheel drive control not engaged. 2. Drive belt out of position. 2. Solution or damaged. 3. Drive belt worn or damaged. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Idler spring detached. 5. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.		2. Mulching plug is installed.	
2. Drive belt out of position. 2. 3. Drive belt worn or damaged. 3. 4. Rear wheels at different cutting heights. 5. Idler spring detached. 5. Wheel drive control cable detached or broken. 7. Friction disc not adjusted properly or damaged. 8. Bearings damaged. 8.	Wheel drive does not engage		1. Engage wheel drive control.
ing 3. 5. 4. 3. 8. 7.	(Models 911193, 194)		2. Check drive belt. Adjust as necessary (see CHECK DRIVE BELT on page 19).
Rear wheels at different cutting heights.  Idler spring detached.  5.  Wheel drive control cable detached or broken.  Friction disc not adjusted properly or damaged.  Bearings damaged.  8.		3. Drive belt worn or damaged.	3. Replace belt (see CHECK DRIVE BELT on page 19).
Idler spring detached. 5.  Wheel drive control cable detached or broken. 6.  Friction disc not adjusted properly or damaged. 8.			
Wheel drive control cable detached or broken.  6. Friction disc not adjusted properly or damaged.  8. Bearings damaged.  8.		5. Idler spring detached.	
<u> </u>		6. Wheel drive control cable detached or broken.	
Bearings damaged. 8.		7. Friction disc not adjusted	7. Contact your Dealer.
Dob. in 2001 000			

	10.5 (26.7)		Rear Wheel Dia – in. (cm)
•	7.5 (19.1)		Front Wheel Dia – in. (cm)
teel	14 Gauge Stamped Steel	14 (	Mower Deck
N/A	4 (0 - 6.4)	0-4(0	Variable Speeds – MPH (km/hr)
N/A	dard	Standard	Differential
	Recoil		Starting
Paper Element	nt with Foam	Paper Element with Foam	Air Cleaner
	N/A		Throttle
N/A	dard	Standard	Primer Bulb
1.6 (1.5)	2.0)	2.1 (2.0)	Fuel Tank Capacity – qt (Liter)
	Unleaded		Fuel Type
0.030 (0.762)	0.762)	0.030 (0.762)	Spark Plug Gap - in. (mm)
Splash	Splash	Forced/Splash	Oil System
	23 (.7)	,	Crank Case Capacity - Oz. (Liter)
	See Engine Manual	8	Engine Oil Type
Cast Iron	inum	Aluminum	Cylinder Bore
10.6 (173)	(179)	10.9 (179)	Displacement - Cu. In. (cc)
3,100 ± 100	± 100	3,200 ± 100	Governed RPM (May be different from maximum rpm.)
3,200	000	3,300	Max Rotation Speed of Cutting Edge – RPM (min)
Courage XT775	80V	FJ180V	Model
Kohler	asaki	Kawasaki	Engine, 4 cycle
.5 - 8.3)	Positions: 1.00 - 3.25 (2.5 - 8.3)	6 Positi	Cutting Height – in. (cm)
	21 (53.3)		Cutting Width – in. (cm)
99 (44.9)	125 (56.7)	109 (49.4)	Actual Weight – lbs (kg)
- 1	23 (58.4)		Width - in. (cm)
	38 (96.5)		Height – in. (cm)
	61.5 (156)		Length – in. (cm)
LM21P	LM21SPSW	LM21SP	Description
911170	911194	911193	Model Number
	S	SPECIFICATIONS	SPE(



# **Consumer Mowing Equipment** Limited Warranty

Ariens Company (Ariens) warrants to the **original purchaser** that Ariens, Gravely and Countax brand lawn and garden consumer products purchased on or after 1/1/2013 will be free from defects in material and workmanship for the time period noted in the chart below. Equipment put to personal use around a single household or residence is considered "Consumer Use", equipment put to any business use (agricultural, commercial, or industrial) or used at multiple locations is considered "Commercial Use." If any product is rented or leased, then the duration of these warranties shall be 90 days after the date of purchase.

An authorized Ariens dealer (Ariens brand products), Gravely dealer (Gravely brand products), or Countax dealer (Countax brand products) will repair any defect in material or workmanship, and repair or replace any defective part, subject to the conditions, limitations and exclusions set forth herein. Such repair or replacement will be free of charge (labor and parts) to the original purchaser except as noted below.

HA Zoom & ZT Zero-Turn Riders; 3 Years  HB Max Zoom & ZT HD Zero-Turn Riders 3 Years  HC Tractors, "961" Series Walk-Behind 2 Years  HD Walk Scries Mowers; Wide Area 3 Years	Warranty Code	Product Group	Warranty Period Consumer Use	Warranty Period Commercial Use
Max Zoom & ZT HD Zero-Turn Riders Tractors, "961" Series Walk-Behind Mowers Alassic LM Series Mowers; Wide Area Walk Mowers: Razor, XD3	"th AA	Zoom & ZT Zero-Turn Riders; AMP™ Rider	3 Years	90 Days
Tractors, "961" Series Walk-Behind Mowers  Alassic LM Series Mowers, Wide Area Walk Mowers, Razon, XD3	H	Max Zoom & ZT HD Zero-Turn Riders	3 Years	1 Year
Walk Mowers: Razor XD3	НС	Tractors, "961" Series Walk-Behind Mowers	2 Years	90 Days
vitality interest of the party of the	품	Elassic LM Series Mowers; Wide Area Walk Mowers; Razor, XD3	3 Years	90 Days
N/A Service (replacement) Parts 90 Days (no lab	N/A	Service (replacement) Parts	90 Days (no labor)	90 Days (no labor)

# Special Extensions

The chart below details special extensions to this warranty:

Warranty Code	Warranty Exception	Warranty Period	Use	Detail
HA, HB	Mower Deck Shell on Zero-Turn Riders	5 Years	Consumer	3 years parts and labor Additional 2 years parts only
HA, HB	Main Frame on Zero-Turn Riders	5 Years	Consumer	3 years parts and labor Additional 2 years parts only
Ä	Batteries for AMP™ Rider	2 Years	Consumer	Batteries for AMP™ Rider   2 Years   Consumer   100% first year; prorated second year

# Exceptions and Limitations

The chart below details special exceptions to this warranty:

			- 1	<
All	Ą	All	₽	Warranty Code
Engines	Cloth, Plastic, and Rubber Components (Including Belts and Cables)	Belts, Muffler, Tires	Batteries	Warranty Exception
See Engine Manufacturer's Warranty	Maximum 2 Years	None	1 Year	Warranty Period
All	All	Commercial	Consumer Prorated	Use
Engines are covered by engine manufacturer's warranty. Refer to engine manufacturer's warranty statement.	warranty is limited to 2 years for consumer use. Except as noted above, these components are covered for defect, not for wear.	These components are not covered when used commercially.	Prorated	Detail

# Customer Responsibilities

Register the product immediately at the time of sale. If the dealer does not register the product, the customer must complete the product registration card in the literature package and return it to the Ariens Company, or register the unit online at www.ariens.com, www.gravely.com, www.countax.com.

To obtain warranty service, the original purchaser must:

Perform the maintenance and adjustments explained in the owner's manual.

Promptly notify Ariens or an authorized Ariens, Gravely or Countax service representative of the need

for warranty service.



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- Transport the product to and from the place of warranty service at owner's expense. Have the warranty service performed by an authorized Anens, Gravely or Countax service
- representative.

# To Find an Authorized Service Representative:

In the U.S. and Canada:		
Use the dealer locator on our websites: www.ariens.com •		www.grayely.com
Or contact us by mail or by phone:		
In the U.S., Canada, Mexico, Caribbean, In Europe, Asia, Africa or Central and South America: the Middle East:	In Europe, Asia, Africa or the Middle East:	în Australia or New Zealand:
Ariens Company	Countax Ltd, Countax House	Ariens Company Building 2
655 W. Ryan Street	Great Haseley, Oxfordshire,	6 Wedgewood Rd.
Brillion, WI 54110	OX44 7PF	Hallam, Victoria 3803 Australia
www.ariens.com	Phone: 0800 597 7777	Phone: (03) 9796 4244
www.arelis.com	www.countax.com	1800 335 489
		www.anelis.com.au
Exclusions - Itams Not County to This W.		

# Exclusions - Items Not Covered by This Warranty

- Parts that are not genuine Ariens, Gravely or Countax service parts are not covered by this warranty and may void the warranty
- Damages resulting from the installation or use of any part, accessory, or attachment which is not approved by the Ariens Company for use with product(s) identified herein are not covered by this war-
- ranty.

  The following maintenance, service and replacement items are not covered by this warranty unless they are noted in the Limitations section above: lubricants, spark plugs, oil, oil filters, air filters, fuel filters, brake linings, brake arms, brake shoes, skid shoes, scraper blades, shear bolts, mower blades, mower vanes, brushes, headlights, light bulbs, knives, cutters.

  Any misuse, alteration, improper assembly, improper adjustment, neglect, or accident which requires
- Use of gasoline blends exceeding 10% ethanol voids any and all warranties. Products are designed to the specifications in the area that the product was originally distributed. Different areas may have significantly different legal and design requirements. This warranty is limited to the requirements in the area in which the unit was originally distributed. Ariens Company does not warrant this product to the requirements of any other area. Warranty service is limited to service
- within the area originally distributed.

  In countries other than the United States and Canada, contact the Ariens Company dealer for warranty policies that govern within your country. Rights may vary from country to country and within any one country.

<u>Disclaimer</u>

Ariens Company may from time to time change the design of its products. Nothing contained in this warranty shall be construed as obligating the Ariens Company to incorporate such design changes into previously manufactured products, nor shall such changes be construed as an admission that previous

# IMITATION OF REMEDY AND DAMAGES

Ariens Company's liability under this warranty, and under any implied warranty that may exist, is limited to repair of any defect in workmanship, and repair or replacement of any defective part. Ariens Company shall not be liable for incidental, special, or consequential damages (including lost profits). Some states do not allow the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

# AUSTRALIAN CONSUMER LAW

The following applies solely to warranties subject to Subsection 102(1) of the Australian Consumer Law: Our goods come with guarantees that cannot be excluded by the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

# DISCLAIMER OF FURTHER WARRANTY

Ariens Company makes no warranty, express or implied, other than what is expressly made in this warranty. If the law of your state provides that an implied warranty of merchantability, or an implied warranty of fitness for particular purpose, or any other implied warranty, applies to Ariens Company, then any such implied warranty is limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from region to



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Consumer 2013

# KAWASAKI LIMITED WARRANTY FOUR-CYCLE ENGINE

Kawasaki Motors Corp., U.S.A., P.O. Box 888285, Grand Rapids, MI 49588-8285 (hereinafter "Kawasaki") warrants to the initial purchaser of each new Kawasaki four-cycle engine that such product shall be free, under normal use and maintenance, from any defect in material and workmanship for a period of thirty-six (36) months, subject to the following conditions, exclusions, obligations and limitations:

## 1. COVERAGE. •

- Any material or workmanship in four-cycle engines found to be defective by Kawasaki within the thirty-six (36) month warranty term shall be remedied without charge for parts or labor at any authorized Kawasaki engine dealer located within North America.
- b. Any material or workmanship in service parts or accessories for four-cycle engines found to be defective by Kawasaki within three (3) months shall be remedied as follows:
  - 1. A Kawasaki part or accessory sold and installed by an authorized Kawasaki engine dealer, which is found defective in material or workmanship, within the three (3) month warranty term, shall be repaired or replaced (at the option of Kawasaki) without charge for the part or accessory, at any authorized Kawasaki engine dealer located within North America.
  - 2. A Kawasaki part or accessory sold, but not installed, by an authorized Kawasaki engine dealer, which is found to be defective in material or workmanship, within the three (3) month warranty term, shall be repaired or replaced (at the option of Kawasaki) without charge for the part or accessory, BUT EXCLUSIVE OF ANY INSTALLATION LABOR OR OTHER REPAIR COSTS, at any authorized Kawasaki engine dealer located within North America.
- OWNER'S OBLIGATIONS. The following obligations must be fulfilled by owner to maintain the validity of the Kawasaki warranty:
  - a. Owner must deliver the four-cycle engine to an authorized Kawasaki engine dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance Chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at owner's expense.
  - b. Owner must present proof of initial retail purchase date to an authorized Kawasaki engine dealer at the time warranty repairs are performed on the four-cycle engine.
- 3. **LIMITATIONS.** This warranty shall not apply to or include any of the following:
  - a. Repair or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) wear and deterioration occasioned by the use of the four-cycle engine.
  - b. Routine maintenance services, adjustments, cleaning and/or expendables such as spark plugs, lubricants, oil filters, air filters, and fuel filters.

# 4. LIMITED LIABILITY.

- a. The liability of Kawasaki under the thirty-six (36) month warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Kawasaki engine dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the four-cycle engine or transportation of the four-cycle engine to and from the Kawasaki dealer. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI FOUR-CYCLE ENGINE FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- b. NO EXPRESS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE KAWASAKI FOUR-CYCLE ENGINE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE THIRTY-SIX (36) MONTH WARRANTY TERM SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- No distributor, dealer or other four-cycle engine reseller is authorized to modify this Kawasaki Limited Four-Cycle Warranty.
- 5. **LEGAL RIGHTS.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Effective 11/1/2010 P/N 99969-6182

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Kawasaki Motors Corp. U.S.A. Consumer Services Department 5080 36th Street S.E. Grand Rapids, MI 49512 Telephone: (877) 364-6404 Email: kawpower-website@kmc-usa.com

## Two Year General Emissions Warranty Coverage

Kawasaki warrants to the ultimate purchaser and each subsequent purchaser that the small off-road engine is:

- designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code; and free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in Kawasaki's
- application for certification.

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser or first placed into service. The equipment or engine owner will not be charged for diagnostic labor that is directly associated with diagnosis of a defective, emission-related warranted part, provided that such diagnostic work is performed at a Kawasaki

Engine parts outlined in the Periodic Maintenance Chart found in the Owners Manual provided with this engine, are warranted as follows:

Any warranted part that is not scheduled for replacement as required maintenance in the Periodic Maintenance Chart, is warranted for the two year warranty period stated above. If any such part fails during the two year warranty period, the part will be repaired or replaced by Kawasaki at no charge to the owner provided the repair or replacement is performed at a warranty station. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.

Any warranted part that is scheduled only for regular inspection in the Periodic Maintenance Chart is warranted for the two year warranty period stated above. Any such part

repaired or replaced under warranty will be warranted for the remaining warranty period.

Any warranted part that is scheduled for replacement as required maintenance in the Periodic Maintenance Chart is warranted for the period of time before the first scheduled replacement date for that part. If the part fails before the first scheduled replacement, the part will be repaired or replaced by Kawasaki at no charge to the owner provided the repair or replacement is performed at a warranty station. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

Kawasaki is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.

Throughout the engine's two year warranty period defined above, Kawasaki will maintain a supply of warranted parts sufficient to meet the expected demand for such parts. Any replacement part may be used in the performance of any warranty maintenance or repairs and will be provided without charge to the owner. Such use will not reduce the warranty obliga-

Add-on or modified parts, as defined in Section 1900(b)(1) and (b)(10), Title 13, that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim made in accordance with this article. Kawasaki will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

To Obtain Warranty Service

Notwithstanding the provisions herein, warranty services or repairs will be provided at all Kawasaki distribution centers that are franchised to service the subject engines.

You must, at your own expense, take your Kawasaki small off-road engine or the product on which it is installed, along with proof of original purchase date, to any Kawasaki Dealer who is authorized by Kawasaki to sell and service that Kawasaki product during the Dealer's normal business hours. Claims for repair or adjustments found to be caused solely by defects in material or workmanship will not be denied because the engine was not properly maintained and used.

If you are unable to obtain emission warranty service or are dissatisfied with the warranty service you received, contact the owner of the dealership involved. However, if you require further assistance, contact the Kawasaki office in your region:

> Kawasaki Motors Corp., U.S.A. 9950 Jeronimo Road Irvine, CA 92618 Telephone: (949) 770-0400 Email: kawpower-website@kmo

## Exclusions

(1) The repair or replacement of any warranted part otherwise eligible for warranty coverage as stated above may be excluded from such warranty coverage if Kawasaki demonstrates that the engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for repair or replacement of the part.

(2) Kawasaki warrants your engine only for the two year warranty period specified above.
(3) Except as provided above, any adjustment of a component that has a factory installed, and properly operating, adjustment limiting device (such as an idle limiter cap or plug) is eligible for warranty coverage as stated above.

Disclaimer of Consequential Damage and Limitation of Implied Warranties:

Kawasaki Motors Corp. disclaims responsibility for incidental or consequential damages such as loss of time or the use of the power equipment, or any commercial loss due to the failure of the equipment; and any implied warranties are limited to the duration of this written warranty. This warranty is applicable only where the California, U.S. EPA, or Environment Canada emission control system warranty regulation is in effect,

The following is the emission warranty parts list for your small off-road engine:

- - (A) Carburetor and internal parts (and/or pressure regulator or fuel injection system) (B) Cold start enrichment system
  - (C) Intake valve(s)
- (ii) Air Induction System
  - (A) Intake manifold (B) Air filter
- (iii) Ignition System

  - (A) Spark plugs
     (B) Magneto or electronic ignition system
     (C) Spark advance/retard system
     (D) Ignition coil and/or control module
- (iv) Lubrication System
- (A) Oil pump and internal parts
  (v) Positive Crankcase Ventilation (PCV) System
  - (A) PCV valve (B) Oil filler cap
- (vi) Catalyst or Thermal Reactor System
  (A) Catalytic converter
  (B) Exhaust manifold
- (C) Exhaust valve(s)
  (vii) Miscellaneous Items Used in Above Systems
  - (A) Hoses, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware (B) Pulleys, belts and idlers

  - (C) Vacuum, temperature, check, and time sensitive valves and switches

(D) Electronic Controls

Emissions related parts may vary from model to model. Certain models may not contain all of those parts and certain models may contain functionally equivalent parts

Effective 01/01/2013

1772

P/N 99969-6212



# **FJ180V**

4-Stroke air-cooled gasoline engine

# OWNER'S MANUAL



Part No. 99920-2278-01

# SAFETY AWARENESS

Whenever you see the symbols shown below, heed their instructions! Always follow safe operating and maintenance practices.

# **▲** DANGER

DANGER indicates a hazardous situation which, if not avoided, will result in death or serious injury.

# **AWARNING**

WARNING indicates a hazardous situation which, if not avoided, could result in death or serious injury.

# **A** CAUTION

CAUTION indicates a hazardous situation which, if not avoided, could result in minor or moderate injury.

# NOTICE

NOTICE is used to address practices not related to personal injury.

# NOTE

 This note symbol indicates points of particular interest for more efficient and convenient operation.

# **FOREWORD**

Congratulations on your purchase of a new Kawasaki engine.

Please read this Owner's manual carefully before starting your new engine so that you will be thoroughly familiar with the proper operation of your engine's control, its features, capabilities and limitations.

Also read the manual of the equipment to which this engine is attached.

To ensure a long, trouble-free life for your engine, give it the proper care and maintenance described in this manual.

Always keep this manual at your fingertip so that you can refer to it whenever you need information.

This manual should be considered a permanent part of the engine and should remain with the engine when it is sold.

All rights reserved. No part of this publication may be reproduced without our prior written permission.

This publication includes the latest information available at the time of printing.

However, there may be minor differences between the actual product and illustrations and text in this manual. All products are subject to change without prior notice or obligation.

Kawasaki Heavy Industries, Ltd. Motorcycle & Engine Company

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Jan. 2012 (1) (M)

For your safety, read this Owner's Manual and understand it thoroughly before operating this ENGINE.

# **A** DANGER

Exhaust gas contains carbon monoxide, a colorless, odorless poisonous gas. Inhaling carbon monoxide can cause serious brain injury or death. DO NOT run the engine in enclosed areas. Operate only in a well-ventilated area. Gasoline is extremely flammable and can be explosive under certain conditions, creating the potential for serious burns. When refueling, servicing fuel system, draining gasoline and/or adjusting the carburetor:

Stop engine and allow it to cool before refueling.

DO NOT smoke.

Make sure the area is well-ventilated and free from any source of flame or sparks, including the pilot light of any appliance.

DO NOT fill the tank so the fuel level rises into the filler neck or level surface of level gauge. If the tank is overfilled, heat may cause the fuel to expand and overflow through the vents in the tank cap.

Wipe off any spilled gasoline immediately.

Engines can become extremely hot during normal operation. To prevent fire hazard: Keep the engine at least 1 m (3.3 ft) away from buildings, obstructions and other burnable objects. DO NOT place flammable objects close to the engine.

DO NOT expose combustible materials to the engine exhaust.

DO NOT use the engine on any forest covered, brush covered or grass covered unimproved land unless spark arrester is installed on the muffler.

To avoid getting an electric shock, DO NOT touch spark plugs, plug caps or spark plug leads during engine running.

To avoid a serious burn, DO NOT touch a hot engine or muffler. The engine becomes hot during operation. Before you service or remove parts, stop engine and allow the engine to cool.

DO NOT place hands or feet near moving or rotating parts. Place a protective cover over pulley, V belt or coupling.

DO NOT run engine at excessive speeds. This may result in injury.

Always remove the spark plug caps from spark plugs when servicing the engine to prevent accidental starting.

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# EMISSIONS CONTROL INFORMATION

# **Fuel Information**

THIS ENGINE IS CERTIFIED TO OPERATE ON UNLEADED REGULAR GRADE GASOLINE ONLY.

A minimum of 87 octane of the antiknock index is recommended. The antiknock index is posted on service station pumps in the U.S.A.

# **Emissions Control Information**

To protect the environment in which we all live, Kawasaki has incorporated an exhaust emissions control system in compliance with applicable regulations of the United States Environmental Protection Agency and the California Air Resources Board. Additionally Kawasaki has incorporated an evaporative emission control system in compliance with applicable regulations of California Air Resource Board. Also, depending on when your engine was produced, it may have an assigned emissions durability period. \* See below for the engine emissions durability period that may apply to your engine.

# **Exhaust Emission Control System**

The exhaust emission control system applied to this engine consists of a catalytic converter, a carburetor and an ignition system having optimum ignition timing characteristics. The carburetor system has been calibrated to provide lean air/fuel mixture characteristics and optimum fuel economy with a suitable air cleaner and exhaust system.

A sealed-type crankcase emission control system is also used to eliminate blow-by gasses. The blow-by gasses are led to a breather chamber through the crankcase and from there to the air cleaner.

# **Evaporative Emission Control System**

The evaporative emission control system for this engine consists of low permeation fuel hoses, fuel tank and fuel tank cap.

# **Engine Emissions Compliance Period**

California
Engine greater than 80cc and less than 225cc
Model Year - 2012 and later
Durability Period - 500 hours

All Other States
Engine 100 cc – 225 cc
Model Year - 2012 and later
Durability Period - 500 hours (Category A)

\* If your engine has an assigned emissions durability period it will be located on the certification label attached to the engine (IMPORTANT ENGINE INFORMATION).

**High Altitude Performance Adjustment Information** 

To improve the EMISSIONS CONTROL PERFORMANCE of engines operated above 3,300 feet (1,000 meters), Kawasaki recommends the following Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) approved modifications.

# NOTE

O When properly performed, these specified modifications only are not considered to be emissions system "tampering" and engine performance is generally unchanged as a result.

Installation Instructions:

High altitude adjustment requires replacement of carburetor main jets. Installation of these optional parts may be performed by an authorized Kawasaki dealer, or the consumer, following repair recommendations specified in the appropriate Kawasaki Service Bulletin.

**Maintenance and Warranty** 

Proper maintenance is necessary to ensure that your engine will continue to have low emission levels. This Owner's Manual contains those maintenance recommendations for your engine. Those items identified by the Periodic Maintenance Chart are necessary to ensure compliance with the applicable standards.

As the owner of the engine, you have the responsibility to make sure that the recommended maintenance is carried out according to the instructions in this Owner's Manual at your own expense.

The Kawasaki Limited Emission Control System Warranty requires that you return your engine to an authorized Kawasaki dealer for remedy under warranty. Please read the warranty carefully, and keep it valid by complying with the owner's obligations it contains.

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# **Tampering with Emission Control System Prohibited**

Federal law and California State law prohibit the following acts or the causing thereof: (1) the removal or rendering inoperative by any person other than for purposes of maintenance, repair, or replacement, of any device or element of design incorporated into any new engine for the purposes of emission control prior to its sale or delivery to the ultimate purchaser or while it is in use, or (2) the use of the engine after such device or element of design has been removed or rendered inoperative by any person.

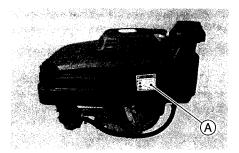
Among those acts presumed to constitute tampering are the acts listed below:

Do not tamper with the original emission related parts:

- 1. Exhaust emission related parts
- Carburetor and internal parts
- Spark Plug
- Magneto or electronic ignition system
- Fuel filter element
- Air cleaner element
- Crankcase
- Cylinder head
- Breather chamber and internal parts
- Intake pipe and tube
- Muffler or any internal portion of the muffler
- 2. Evaporative emission related parts
- Fuel hoses
- Fuel tank
- Fuel tank cap

# CIENTER OF INFORMATION

# **Location of Safety Related Labels**



A. Warning Label



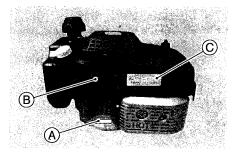


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# **Engine Serial Number**

The engine serial number is your only means of identifying your particular engine from others of the same model type.

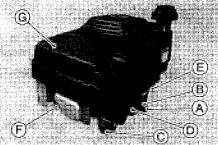
This engine serial number shown on the label is needed by your dealer when ordering parts.



- A. Engine Serial Number Label
- **B.** Engine Maintenace Label
- C. Important Engine Information

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# **Location of Parts**



# **Fuel Tank Capacity** 1.8 L (0.48 u.s.gal)

**Engine Oil Capacity** 

0.65 L (0.69 u.s.qt)

A. Fuel Tube

E. Control Panel

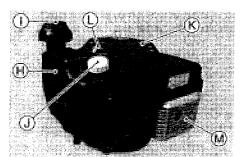
B. Oil Drain Plug

F. Spark Plug Cap/Spark Plug

C. Carburetor

G. Air Cleaner

D. Priming Pump (if equipped)



H. Fuel Tank

L. Recoil Starter Grip

I. Fuel Tank Cap

M. Muffler

J. Oil Gauge/Filler Cap

K. Recoil Starter

# **Tune-up Specifications**

7-12	
Item	Specification
Valve Clearance	IN 0.12 mm (0.005 in.)
varve Clearance	EX 0.12 mm
	(0.005 in.)
Ignition Timing	Unadjustable
High Idle Speed	3200 r/min (rpm)
Low Idle Speed	1550 r/min (rpm)
Spark Plug	0.7 ~ 0.8 mm
Gap	(0.028 ~ 0.032 in.)
Other Specifications	NO OTHER ADJUSTMENT NEEDED

# **NOTE**

O High and Low idle speeds may vary depending on the equipment on which the engine is used. Refer to the equipment specification.

# FUEL AND OIL RECOMMENDATIONS

## **Fuel**

Use only clean, fresh, unleaded regular grade gasoline.

# Octane Rating

The octane rating of a gasoline is a measure of its resistance to "knocking". Use a minimum of 87 octane of the antiknock index is recommended. The antiknock index is posted on service station pumps in the U.S.A..

## NOTE

 If "knocking or pinking" occurs, use a different brand of gasoline or higher octane rating.

# NOTICE

Do not mix oil with gasoline.

# **Oxygenated Fuel**

Oxygenates (either ethanol or MTBE) are added to the gasoline. If you use the oxygenated fuel be sure it is unlead and meet the minimum octane rating requirement.

The following are the EPA approved percentages of fuel oxygenates.

ETHANOL :(Ethyl or Grain Alcohol)

You may use gasoline containing up to 10% ethanol by volume.

MTBE: (Methyl Tertiary Butyl Ether)
You may use gaoline containing up to

15% MTBE by volume.

METHANOL: (Methyl or Wood Alcohol) You may use gasoline containing up to 5% methanol by volume, as long as it also contains cosolvents and corrosion inhibitors to protect the fuel system.

Gasoline containing more than 5% methanol by volume may cause starting and/or performance problems. It may also damage metal, rubber, and plastic parts of your fuel system.

# **AWARNING**

Gasoline is extremely flammable and can be explosive under certain conditions. Turn the engine swtitch OFF. Do not smoke. Make sure the area is well ventilated and free from any source of flame or sparks; this includes any appliance with a pilot light. Never fill the tank so the fuel level rises into the filler neck. If the tank is overfilled, heat may cause the fuel to expand and overflow through the vents in the tank cap.

# **AWARNING**

After refueling, make sure the tank cap is closed securely.
If gasoline is spilled on the fuel tank wipe it off immediately.

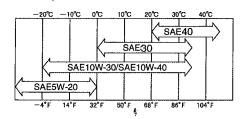
# **Engine Oil**

The following engine oils are recommended.

API Service Classification : SF, SG, SH, or SJ.

## Oil Viscosity

Choose the viscosity according to the temperature as follows:



# NOTE

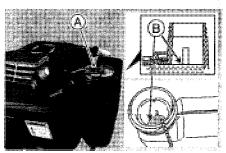
 Using multi grade oils (5W-20, 10W-30, and 10W-40) will increase oil consumption. Check oil level more frequently when using them.

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# PREPARATION

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- Level the engine (equipment) before fueling.
- Remove the fuel tank cap.
- Slowly pour fuel into the fuel tank to bottom (B) of the filler (A).



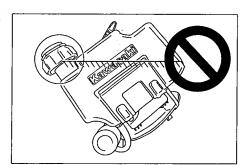
# **AWARNING**

Do not over fill the fuel tank, fill only to bottom (B) of the filler (A) to prevent spill out of the fuel from the tank cap.

# **Fuel Tank Capacity**

- 1.8 L (0.48 us.gal)
- Close the tank cap securely by turning it clockwise as far as it will go.

Engine should not tilt too much, to the tank cap side not to dip the cap into the gasoline. The carbon canister installed in the cap will be deteriorated due to the gasoline.



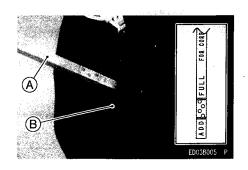
# **Engine Oil**

Check the engine oil level daily before starting the engine otherwise shortage of the engine oil may cause serious damage to the engine such as seizure.

- Place the engine (equipment) on level surface. Clean area around the oil gauge before removing it.
- Remove the oil gauge (A) and wipe it with clean cloth.
- Pour the oil slowly to "FULL" mark on the oil gauge.
- Insert the oil gauge into the oil filler (B)
   WITHOUT SCREWING IT IN.
- Remove the oil gauge to check the oil level. Level should be between "ADD", and "FULL" marks. Do not overfill.
- Install and tighten the oil gauge.

# **Engine Oil Capacity**

0.65 L (0.69 us.qt)



# NOTICE

The engine is shipped without engine oil.

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# ( STARTIN

# **Starting Engine**

# **▲** DANGER

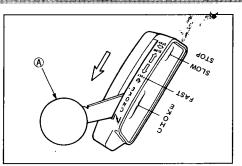
Do not run the engine in a closed area. Exhaust gas contains carbon monoxide, an odorless and deadly poison.

# For Blade brake clutch Engine

 Move the throttle lever (A) on the equipment to "choke mark" (CHOKE) position.

# NOTE

O When the engine is already warm or on hot days, the throttle lever position is halfway (between "Rabbit mark" (FAST) and "turtle mark" (SLOW) position).



A. Throttle Lever

 Slowly push the priming pump (A) one time. If the engine can not start, push it one more time.



A. Priming Pump

 Pull the recoil starter grip (A) slowly until you feel compression, then pull the recoil starter grip all the way.



A. Recoil Starter Grip pull in the direction of arrow

# NOTICE

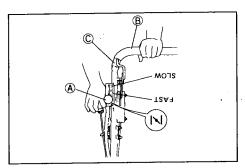
DO NOT pull the recoil starter grip out of the end. DO NOT let the recoil starter grip snap back itself. This may cause damage to the recoil starter assembly.

# For Brake pad system Engine

Upon releasing the brake control lever on the equipment, the cutting blade and the engine will stop automatically. Therefore, the brake control lever must be held against the handle while the engine is started and running.  Move the throttle lever (A) on the equipment to "choke mark" (CHOKE) position

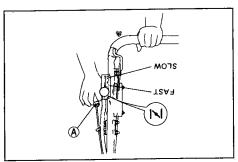
## NOTE

- When the engine is already warm or on hot days, the throttle lever is halfway position (between "Rabbit mark" and "turtle mark" position).
- Hold the brake control lever (B) on the equipment against the handle (C) on the equipment.



A. Throttle Lever
B. Brake Control Lever

B. Brake Co C. Handle  Pull the recoil starter grip (A) slowly until you feel compression, then pull fast and steady.



A. Recoil Starter Grip

# **NOTICE**

DO NOT pull the recoil starter grip out of the end. DO NOT let the recoil starter grip snap back itself. This may cause damage to the recoil starter assembly.

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Warming up

# NOTICE

Allow engine to warm up before loading. This will allow oil to reach all the engine parts, and the piston clearance to reach design specification, before the engine is ready for loading.

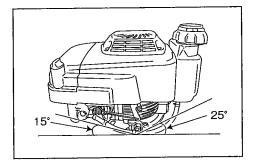
 After engine starts, move the throttle lever on the equipment to between "Rabbit mark" (FAST) and "turtle mark" (SLOW) position. To warm up the engine, run it for a few minutes.

**Engine Inclination** 

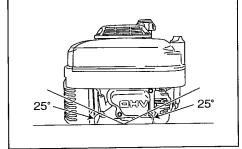
Do not operate this engine continuously at angles exceeding 25 degree at each direction except for tank side direction that is not allowed above 15 degree.

If the engine operates excess 25 degree angle, engine damage could result from insufficient lubrication.

At the incline to the tank side, if the engine is operated continuously at angle above 15 degree, fuel distribution difficulty could cause.



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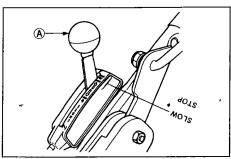
# NOTE

Refer to the operating instructions of the equipment this engine powers. Because of equipment design or application, there may be more stringent restrictions regarding the angle of operation.

# **Stopping Engine**

# For Brade brake clutch Engine

 Move the throttle lever (A) on the equipment to "turtle mark" (SLOW) position. Keep on running at idling speed for about one minute.

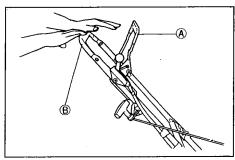


A. Throttle Lever

 Move the throttle lever to "STOP" position to turn ignition off.

# For Brake pad system Engine

 Release the brake control lever (A) on the equipment from the handle (B) on the equipment to stop the engine and the blade.



A. Brake Control Lever

B. Handle

# **Engine Speed Adjustment**

# NOTE

O Do not tamper with the governor setting or the carburetor setting to increase the engine speed. Each carburetor is adjusted at the factory with either a cap or stop plate installed on the mixture screw. Any adjustments must be performed an authorized Kawasaki dealer.

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Maintenance, replacement or repair of the emission control devices and systems may be performed by any nonroad engine repair establishment or individual.

# **Periodic Maintenance Chart**

# **AWARNING**

Always remove the spark plug cap from spark plug when servicing the engine to prevent accidental starting.

				INTERVAL			
MAINTENANCE	Daily	First	Every	Every	Every	Every	Every
		8 hr.	25 hr.	50 hr.	100 hr.	200 hr.	300 hr.
Check oil level and add engine oil	•						
Check for loose or lost nuts and screws	•						
Check for fuel and oil leakage	•						
Check for brake control lever function							
Check or clean recoil starter and air intake screen							
Tighten nuts and screws			●First		•		
★ Clean air cleaner foam element							
★ Clean air cleaner paper element					•		
Change engine oil (without oil filter)		•		•			
Change engine oil (with oil filter)		•			•		
Clean and regap spark plug							
Change oil filter						•	
★ Replace air cleaner paper element			1				•
★ Clean cylinder and cylinder head fins							•
K Clean combustion chamber			ĺ		į		•
K Check and adjust valve clearance							•
K Clean and lap valve seating surface							•

Note: The service intervals can be used as a guide. Service should be performed more frequently as necessary by operating condition.

★: Service more frequently under dusty conditions.

Service to be performed by an authorized Kawasaki dealer.

# Oil Level Check

Check oil level daily and before each time of operation. Be sure oil level is maintained. See PREPARATION chapter.

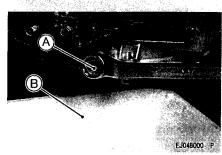
# Oil Change

# **AWARNING**

Hot engine oil can cause severe burns. Allow engine temperature to drop from hot to warm level before draining and handling oil.

Change oil after first 8 hours of operation. Thereafter change oil every 50 hours.

- Run the engine to warm oil.
- Be sure the engine (equipment) is level.
- Stop the engine.
- Remove the oil drain plug (A) on side of the engine or on bottom of the engine to drain oil into suitable container (B) while the engine is warm.



A. Oil Drain Plug (On side of engine)
B. Container

- Reinstall the oil drain plug.
- Remove oil gauge and refill with new oil (See FUEL AND OIL RECOMMENDATIONS chapter).
- Check the oil level (See PRE-PARATION chapter).

# **AWARNING**

Engine oil is a toxic substance. Dispose of used oil properly. Contact your, local authorities for approved disposal methods or possible recycling.

# 16

# Oil Filter Change (if equipped)

 Change the oil filter every 200 hours of operation.

# **AWARNING**

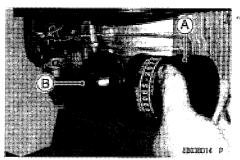
Stop the engine and be careful with hot oil drained.

• Drain engine oil to suitable containers.

# NOTICE

Before removing the oil filter, place suitable container under filter connection.

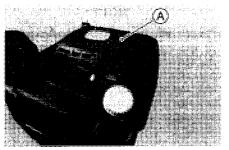
- Rotate the oil filter (A) counterclockwise to remove it.
- Apply a thin film of clean engine oil on the seal of the new filter.
- Install new filter rotating it clockwise until the seal contacts mounting surface (B). Then rotate filter 3/4 turn more by hand.
- Supply engine oil as specified.
- Run the engine for about 3 minutes, stop engine, and check oil leakage around the filter.
- Add oil to compensate oil level down due to oil filter capacity (see PREPARATION for oil level check).



A. Oil Filter
B. Mounting Surface

# **Cooling System Cleaning**

Before each use, check that the recoil starter (A) is free from grass and debris and clean to prevent engine overheating.



A. Recoil Starter

# Air Cleaner Service

# NOTICE

To prevent excessive engine wear, do not run the engine with the air cleaner removed.

# **AWARNING**

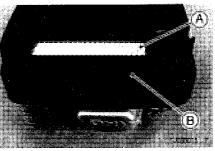
Clean the elements in a well ventilated area and take care that there are no sparks or flame anywhere near the working area, this includes any appliance with a pilot light.

Do not use gasoline or low flashpoint solvents to clean the element. A fire or explosion could result.

 Loosen nut (A) and remove air cleaner case (B) from air cleaner body (C).



- A. Screw
- B. Air Cleaner Case
- C. Air Cleaner body
- Remove the air cleaner elements (A) (the paper element and foam element) from the air cleaner body.



A. Air Cleaner Elements
B. Air Cleaner Body

# 18

# Foam Element (A)

Clean the foam element every 25 hours.

 Wash the element in detergent and water, and dry it thoroughly.

# NOTICE

Do not oil foam element.

# Paper Element (B)

Clean the paper element <u>every 100</u> <u>hours</u>.

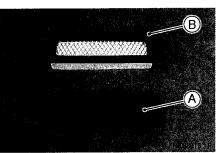
- Clean the element by tapping gently to remove dust. If very dirty, replace the element with a new one.
- Replace with a new paper-element yearly or every 300 hours.

# NOTICE

Do not wash paper-element. Do not use pressurized air to clean or dry paper element.

# NOTE

 Operating in a dusty condition may require more frequent maintenance than above.  Reinstall the foam element and then the paper element on the air cleaner body.



- A. Foam Element
- **B. Paper Element**

# NOTICE

After servicing the air cleaner, be sure all the removed parts are reinstalled properly in place. Failure to secure fastening of the air cleaner case with the air cleaner body may cause dirt or other foreign materials to enter the engine, while it is running, through the air cleaner, resulting in engine troubles or failures.

# **Spark Plug Service**

# **AWARNING**

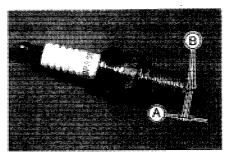
Hot engine components can cause severe burns. Stop engine and allow it to cool before checking spark plug.

Clean or replace the spark plug and reset the gap (A) every 100 hours of operation.

- Disconnect the spark plug cap from spark plug and remove the spark plug.
- Clean the electrodes (B) by scraping or with a wire brush to remove carbon deposits.
- Inspect for cracked porcelain or other wear and damage. Replace the spark plug with a new one if necessary.
- Check the spark plug gap and reset it if necessary. The gap must be between 0.7 and 0.8 mm (0.028 and 0.032"). To change the gap, bend only the sideelectrode, using a spark plug tool.
- Install and tighten the spark plug to 22 N.m (2.2 kgf.m, 16 ft.lb).
- Fit the spark plug cap on the spark plug securely.
- Pull up the spark plug cap lightly to make sure of the installation of the spark plug cap.

# RECOMMENDED SPARK PLUG

NGK.....BPR5ES



A. Spark Plug Gap B. Electrodes

# NOTICE

Be sure to use the same type of spark plug for change. Resistor spark plug is required in some area by local law.

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# Gardo):Pryca:

Engine to be stored over 30 days should be completely drained of fuel (gasoline) to prevent gum deposits forming on essential carburetor parts and the fuel system.

# **AWARNING**

Gasoline is extremely flammable and can be explosive under certain conditions.

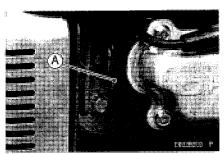
Drain gasoline before storing the equipment for extended periods. Drain gasoline in a well ventilated area away from any source of flame or sparks, including any appliances with a pilot light. Store gasoline in an approved container in safe location.

- Remove the spark plug cap from spark plug to prevent accidental starting the engine.
- Empty the fuel from the fuel tank with a pump or siphon.
- Fit the plug cap on the spark plug securely.
- Start and run the engine at idle speed to use up the fuel in the fuel system.

# AWARNING /

Before maintaining engine, stop the engine and allow it to cool.

 Remove the spark plug and pour approx. 1~2 mL· (0.06~0.1 cu.in) of new engine oil through the plug hole (A), slowly pull the recoil starter grip several times and reinstall the spark plug.



A. Spark Plug Hole

- Slowly pull the recoil starter grip until you feel compression and leave it there.
- Clean every part of the engine.
- After period of storage, change engine oil. (Refer to "Oil Change" section in "MAINTENANCE" chapter).

# **AWARNING**

Gasoline is a toxic substance. Dispose of gasoline properly. Contact your local authorities for approved disposal methods.

# TROUBLESHOOTING GUIDE

If the engine malfunctions, carefully examine the symptoms and the operating conditions, and use the table below as a guide to troubleshooting.

Symptom		Probable Cause	Remedy		
Engine won't start or output	Insufficient compression	Faulty piston, cylinder, piston ring, and cylinder head gasket	K **		
is low		Faulty valves			
		Loose spark plug	Tighten properly		
		Loose cylinder head bolts			
	No fuel to combustion	No fuel in fuel tank	Fill fuel tank		
	chamber	Blocked fuel tube	Clean		
		Blocked air vent in fuel tank cap	<u></u>		
		Faulty carburetor	K		
Spark plug fouled by fuel	Over-rich fuel/air mixture	Slowly pull the recoil starter grip with spark plug removed to discharge excess fuel. Clean spark plug.			
		Clogged air cleaner	Clean		
		Faulty carburetor	K		
		Incorrect grade/type of fuel	Change gasoline		
		Water in fuel			
No spark or weak spark		Faulty spark plug	Replace spark plug		
		Faulty ignition coil	K		
		Faulty engine switch	K		
_ow output	Engine overheats	Clogged air cleaner	Clean		
		Recoil starter or cooling air path clogged with dirt	4		
		Insufficient engine oil	Replenish or change oil		
		Carbon built-up in combustion chamber	K		
		Poor ventilation around engine	Select a better location		
	Engine speed won't increase	Faulty governor	K		

K: Service to be performed by an authorized Kawasaki dealer.

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To protect our environment, properly discard used batteries, engine oil, gasoline, coolant, or other components that you might dispose of in the future. or in tne tuture. Consult your authorized Kawasaki dealer or local environmental waste agency for their proper disposal procedure.

This also applies to disposal of the entire engine at the end of its life.

Type of engine	Air-cooled, 4-stroke OHV, Single cylinder, gasoline engine	
Bore x Stroke	65 x 54 mm(2.6 x 2.1 in.)	94
Displacement	179 mL (10.9 cu.in)	
Ignition system	Solid-state ignition	
Starting system	Recoil starter	,
Dry weight	17.0 kg (37.49 lb)	

Specifications are subject to change without notice

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# A WARNING:

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

For repair / warranty assistance please contact your local Kawasaki Authorized Dealer, email: kawpower-website@kmc-usa.com or call toll-free 1-877-364-6404



KAWASAKI<sup>®</sup> HEAVY INDUSTRIES, LTD. Motorcycle & Engine Company



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DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863 EMAIL: <a href="mailto:dhaltiwanger@rpwb.com">dhaltiwanger@rpwb.com</a>

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue Champion Global Power Equipment and Camping World for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative, LLC, ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Champion Global Power Equipment "Champion" and Camping World for numerous violations of the CAA.

According to its company website: "Champion Power Equipment is a market leader in power generation equipment. Champion has years of experience providing dependable and durable power products designed and engineered in the US for the North American and world markets." *See* <a href="http://www.championpowerequipment.com/why-champion/">http://www.championpowerequipment.com/why-champion/</a>, last visited July 27, 2015. Unfortunately, it fails to meet many obligations under the CAA.

Founded in 1966, Camping World is the nation's number one retailer of RVs, RV accessories and RV-related services. Under the CAA, the term "manufacturer" is defined broadly. The term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. § 7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

"any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that Champion and Camping World have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the U.S. District Court for District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. Champion and Camping World are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation.

Champion and Camping World are both considered a "manufacturer" as defined under the CAA, including 42 U.S.C. § 7550(1), 40 C.F.R. §§ 1051.801, 1054.801, and 1068.30. Where Champion utilizes a third party engine in its products, or when Camping World retails another person's gasoline powered products, each party is also responsible for ensuring they comply, as do their suppliers, with the law. As such, neither Champion nor Camping World may seek to be indemnified by its suppliers for CAA violations under the current relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

# **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off highway (to include marine spark-ignition) engines.

Our review of Champion's warranties on several of its products has revealed that none are fully compliant with the Clean Air Act regulations. Recently SCCAI obtained a 4000W Champion Generator from Camping World. The warranty provided with the product repeatedly fails to comply with the CAA. Below we have detailed the most significant violations that we have discovered.

Champion's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulation states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On page 23 of the owner's manual, Champion states:

CPE warrants to the original purchaser that the mechanical and electrical components will be free of defects in the material and workmanship for a period of one year (parts and labor) and two years (parts) from the original date of purchase (90 days (parts and labor) and 180 days (parts) for commercial and industrial use).

The limitations of less than 2 years are not permitted by the Clean Air Act.

Champion's warranty also violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). As quoted above, Champion limits its warranty to "the original purchaser".

Champion's warranty language also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

# On page 23, Champion states:

Contact CPE's Technical Service and CPE will troubleshoot any issue via phone or e-mail. If the problem is not corrected by this method, CPE will, at its option, authorize evaluation, repair or replacement of the defective part or component at a CPE Service Center....Repairs or replacements without prior authorization, or at an unauthorized repair facility, will not be covered by this warranty.

On page 24, Champion states: "Repair or replacement of any warranted, emissions-related part under this ECS Warranty shall be performed at no charge to the owner at a CPE Authorized Service Outlet." Limiting the warranty coverage to a Champion service centers is a clear violation of the regulation.

The Emission Control System Warranty does provide the following:

CPE shall pay for covered emissions warranty repairs at non-authorized service outlets under the following circumstances:

- i. The service is required in a population center with a population over 100,000 according to U.S. Census 2000 without a CPE Authorized Service Outlet AND
- ii. The service is required more than 100 miles from a CPE Authorized Service Outlet. The 100 mile limitation does not apply in the following states: Alaska, Arizona, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, Texas, Utah and Wyoming.

However, the warranty goes on to state: "Alternate service locations defined in Section (3)(f.) must be approved by CPE prior to service." Requiring such pre-approval for non-authorized service locations takes the warranty out of compliance with 40 C.F.R. 1054.120(f)(3).

Furthermore, language elsewhere in the owner's manual contradicts the emission warranty. Especially, on page 23 where the document states:

This warranty is in lieu of all other warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose.

The use of the "in lieu" language is a violation of 40 C.F.R. § 1054.120(e). Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the limited warranty.

On its face, the "in lieu" language contradicts the existence of the Emission Control System Warranty provided on the following page.

Additionally, the Champion warranty provides an incomplete and inaccurate list of the components required to be covered by the CAA. The Champion Warranty states: "Other Exclusions, This warranty excludes:-Wear items such as filter elements, o-rings, etc." Many items found in 40 C.F.R. § 1068 Appendix I, are so-called "wear items" and thus must be covered by the warranty.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Champion may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

# CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable companies like Champion and Camping World that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing these companies, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter future non-compliance.

If the EPA was to elect not to file a complaint against Champion and Camping World, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers that the certificates of conformity are merely a formality that carry no force of law. Manufacturers can produce products for use in the United States that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitiveplaying field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in Champion's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Champion's violations for the engines they produce or introduce into the stream of commerce, third parties such as Camping World Hardware that sell products with Champion engines, parts for the engines, or the engines themselves are liable for EPA regulation violations. Just like the consumers who have purchased Champion products with the defects that lead to their non-compliance, these third party sellers have been damaged by Champion. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

# CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against Champion and Camping World to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining Champion and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by Champion.
- 3. Injunctive relief commanding Champion to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for Champion to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act against Champion and Camping World, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge of the applicable legislation and expertise in complex litigation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers, and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc:

Earl Bennett, General Counsel Americas Evan Belser, EPA, Air Enforcement Division SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201 SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

107165

# CAMPING WORLD CUSTOMER SERVICE STATEMENT PLEASE KEEP FOR YOUR RECORD

To Place an order, call us TOLLFREE anytime at 1-877-872-6068 and for Customer Service call TOLLFREE -877-844-5080

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Ship to:

Order Date 05-JUN	V-2015	Order Number 332613		Delivery # 79553		
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Notes: F.O.B. ORIGIN Order Summary Merchandise Total	Total Shipping Cost	Total Sales Tax	Order Total			

CAMPING WORLD
CAMPING WORLD ECDC
81 Page Dr.
Franklin,KY 42134

Delivery Id

# DETACH AND INCLUDE THIS RETURN FORM INSIDE YOUR RETURN PACKAGE

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OWNER'S MANUAL & OPERATING INSTRUCTIONS



4000 Starting Watts / 3500 Rated Watts **Recoil Start** 

# PORTABLE GENERATOR

14JUN1400137



MODEL NUMBER

SAVE THESE INSTRUCTIONS Important Safety Instructions 46596

12039 Smith Ave. Santa Fe Springs CA 90670 USA / 1-877-338-0999

# AN IMPORTANT MESSAGE ABOUT TEMPERATURE:

Your Champion Power Equipment product is designed and rated for continuous operation at ambient temperatures up to 40°C (104°F). When your product is needed your product may be operated at temperatures ranging from -15°C (5°F) to 50°C (122°F) for short periods. If the product is exposed to temperatures outside this range during storage, it should be brought back within this range before operation. In any event, the product must always be operated outdoors, in a well-ventilated area and away from doors, windows and other vents.

# Have questions or need assistance?

Do not return this product to the store!

# **WE ARE HERE TO HELP!**

# Visit our website: www.championpowerequipment.com for more info:

- Product Info & Updates
- Tech Bulletins
- Frequently Asked Questions
- Product Registration

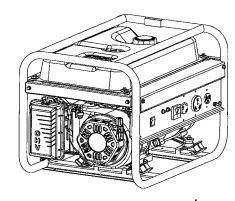
- or -

Call our Customer Care Team Toll-Free at:

1-877-338-0999

# **WARNING:**

The Engine Exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



# 4000 Starting Watts / 3500 Rated Watts Recoil Start PORTABLE GENERATOR

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# Introduction

Congratulations on your purchase of a Champion Power Equipment generator. CPE designs and builds generators to strict specifications. With proper use and maintenance, this generator will bring years of satisfying service.

# **Portable Power Generator**

This unit is a gasoline engine driven, alternating current (AC) generator. It is designed to supply electrical power for lighting, appliances, tools and similar equipment.

# **Accessories**

Champion Power Equipment manufactures and sells accessories designed to help you get the most from you purchase. To find out more about our covers and power cables, please visit our web site at:

→ www.championpowerequipment.com

# This Booklet

Every effort has been made to ensure the accuracy and completeness of the information in this manual. We reserve the right to change, alter and/or improve the product and this document at any time without prior notice.

Record the model and serial numbers as well as date and place of purchase for future reference. Have this information available when ordering parts and when making technical or warranty inquiries.



# MANUAL CUNVENTIONS

This manual uses the following symbols to help differentiate between different kinds of information. The safety symbol is used with a key word to alert you to potential hazards in operating and owning power equipment.

Follow all safety messages to avoid or reduce the risk of serious injury or death.

# **A** DANGER

DANGER indicates an imminently hazardous situation which, if not avoided, *will* result in death or serious injury.

# **WARNING**

WARNING indicates a potentially hazardous situation which, if not avoided, *could* result in death or serious injury.

# **(1)** CAUTION

CAUTION indicates a potentially hazardous situation which, if not avoided, *may* result in minor or moderate injury.

# **CAUTION**

CAUTION used without the safety alert symbol indicates a potentially hazardous situation which, if not avoided, *may* result in property damage.

# **NOTE**

If you have questions regarding your generator, we can help. Please call our help line at 1-877-338-0999.

# **M** WARNING

Read this manual thoroughly before operating your generator. Failure to follow instructions could result in serious injury or death.

# **WARNING**

The engine exhaust from this product contains chemicals known to the state of California to cause cancer, birth defects, or other reproductive harm.

# **A** DANGER

Generator exhaust contains carbon monoxide, a colorless, odorless, poison gas. Breathing carbon monoxide will cause nausea, dizziness, fainting or death. If you start to feel dizzy or weak, get to fresh air immediately.

Operate generator outdoors only in a well ventilated area

DO NOT operate the generator inside any building, including garages, basements, crawlspaces and sheds, enclosure or compartment, including the generator compartment of a recreational vehicle. DO NOT allow exhaust fumes to enter a confined area through windows, doors, vents or other openings.

**DANGER CARBON MONOXIDE:** using a generator indoors **CAN KILL YOU IN MINUTES**.

# **DANGER**

Rotating parts can entangle hands, feet, hair, clothing and/or accessories.

Traumatic amputation or severe laceration can result.

Keep hands and feet away from rotating parts. Tie up long hair and remove jewelry.

Operate equipment with guards in place.

DO NOT wear loose-fitting clothing, dangling drawstrings or items that could become caught.

# **DANGER**

Generator produces powerful voltage.

DO NOT touch bare wires or receptacles.

DO NOT use electrical cords that are worn, damaged or fraved.

DO NOT operate generator in wet weather.

DO NOT allow children or unqualified persons to operate or service the generator

Use a ground fault circuit interrupter (GFCI) in damp areas and areas containing conductive material such as metal decking.

Use approved transfer equipment to isolate generator from your electric utility and Notify your utility company before connecting your generator to your power system.

# **⚠ WARNING**

Sparks can result in fire or electrical shock.

# When servicing the generator:

Disconnect the spark plug wire and place it where it cannot contact the plug.

DO NOT check for spark with the plug removed. Use only approved spark plug testers.

# **WARNING**

Running engines produce heat. Severe burns can occur on contact.

Combustible material can catch fire on contact.

DO NOT touch hot surfaces.

Avoid contact with hot exhaust gases.

Allow equipment to cool before touching.

Maintain at least 3 ft. (91.4 cm) of clearance on all sides to ensure adequate cooling.

Maintain at least 5 ft. (1.5 m) of clearance from combustible materials.

# **AWARNING**

Medical and Life Support Uses.

In case of emergency, call 911 immediately. NEVER use this product to power life support devices or life support appliances.

NEVER use this product to power medical devices or medical appliances.

Inform your electricity provider immediately if you or anyone in your household depends on electrical equipment to live.

Inform your electrical provider immediately if a loss of power would cause you or anyone in your household to experience a medical emergency.

# **A** DANGER

Fuel and fuel vapors are highly flammable and extremely explosive.

Fire or explosion can cause severe burns or death. Unintentional startup can result in entanglement, traumatic amputation or laceration.

# When adding or removing fuel:

Turn the generator off and let it cool for at least two minutes before removing the fuel cap. Loosen the cap slowly to relieve pressure in the tank.

Only fill or drain fuel outdoors in a well-ventilated area. DO NOT pump gas directly into the generator at the gas station. Use an approved container to transfer the fuel to the generator.

DO NOT overfill the fuel tank.

Always keep fuel away from sparks, open flames, pilot lights, heat and other sources of ignition. DO NOT light or smoke cigarettes.

# When starting the generator:

DO NOT attempt to start a damaged generator. Make certain that the gas cap, air filter, spark plug, fuel lines and exhaust system are properly in place. Allow spilled fuel to evaporate fully before attempting to start the engine.

Make certain that the generator is resting firmly on level ground.

# When operating the generator:

DO NOT move or tip the generator during operation. DO NOT tip the generator or allow fuel or oil to spill.

# When transporting or servicing the generator:

Make certain that the fuel shutoff valve is in the off position and the fuel tank is empty.

Disconnect the spark plug wire.

When storing the generator:

Store away from sparks, open flames, pilot lights, heat and other sources of ignition.

# **⚠ WARNING**

Operation of this equipment may create sparks that can start fires around dry vegetation.

A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

# **⚠ WARNING**

Rapid retraction of the starter cord will pull hand and arm towards the engine faster than you can let go. Unintentional startup can result in entanglement, traumatic amputation or laceration.

Broken bones, fractures, bruises or sprains could result.

When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

DO NOT start or stop the engine with electrical devices plugged in.

# **(1)** CAUTION

Exceeding the generator's running capacity can damage the generator and/or electrical devices connected to it.

DO NOT overload the generator.

Start the generator and allow the engine to stabilize before connecting electrical loads.

Connect electrical equipment in the off position, and then turn them on for operation.

Turn electrical equipment off and disconnect before stopping the generator.

DO NOT tamper with the governed speed.

DO NOT modify the generator in any way.

# **(!)** CAUTION

Improper treatment or use of the generator can damage it, shorten its life and void your warranty.

Use the generator only for intended uses.

Operate only on level surfaces.

DO NOT expose generator to excessive moisture, dust, or dirt.

DO NOT allow any material to block the cooling slots. If connected devices overheat, turn them off and disconnect them from the generator.

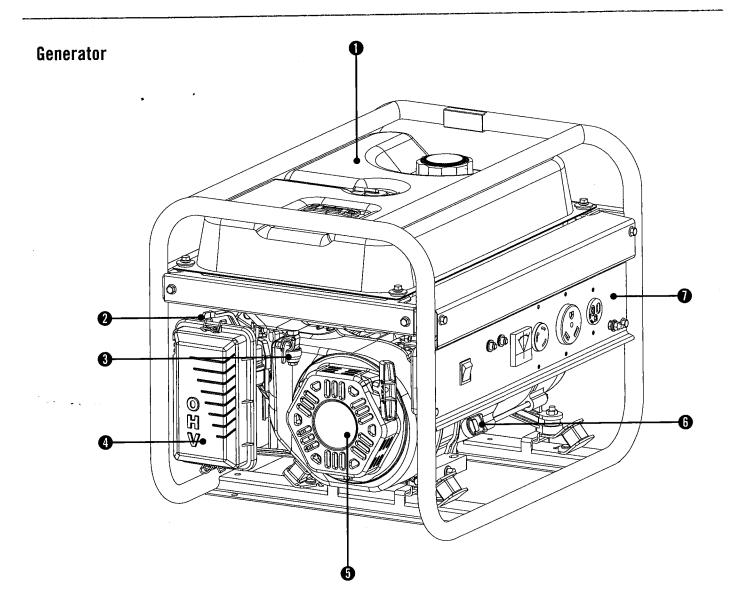
DO NOT use the generator if:

- Electrical output is lost
- Equipment sparks, smokes or emits flames
- Equipment vibrates excessively

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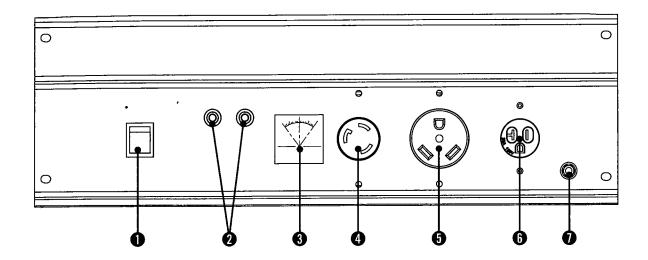
# **CONTROLS AND FEATURES**

Read this owner's manual before operating your generator. Familiarize yourself with the location and function of the controls and features. Save this manual for future reference.



- (1) Fuel Tank 3.8 gal. (14.4 L) capacity fuel tank.
- (2) Choke Used to start the engine.
- (3) Fuel Valve Used to turn fuel supply on and off to engine.
- (4) Air Filter Protects the engine by filtering dust and debris from the intake air.
- (5) Recoil Starter Used to manually start the engine
- (6) Oil Filler Cap Check and fill engine oil level.
- (7) Power Panel See "Power Panel" section.

# **Power Panel**



- (1) Engine Switch Used to start or stop the generator.
- (2) Circuit Breakers Protects the generator against electrical overloads.
- (3) **Voltmeter** Used to display generator output voltage.
- (4) 120 Volt AC, 30 Amp Twist-Lock Receptacle
  (NEMA L5-30R) May be used to supply electrical power for the operation of 120 Volt AC, 30 Amp, single phase 60 Hz electrical loads.
- (5) 120 Volt AC, 30 Amp Receptacle (NEMA TT-30R)
   May be used to supply electrical power for the
  - operation of 120 Volt AC, 30 Amp, single phase 60 Hz electrical loads.
- (6) 120 Volt AC, 20 Amp Receptacle (NEMA 5-20R)
   May be used to supply electrical power for the operation of 120 Volt AC, 20 Amp, single phase 60 Hz electrical loads.
- (7) **Ground Terminal** Consult an electrician for local grounding regulations.

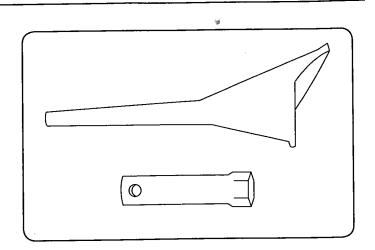
# **CONTROLS AND FEATURES**

# **Parts Included**

Your 46596 Gasoline Powered Generator ships with the following parts:

# Other

	Oil Funnel	
_	Spark Plug Socket	



Your generator requires some assembly. This unit ships from our factory without oil. It must be properly serviced with fuel and oil before operation.

If you have any questions regarding the assembly of your generator, call our help line at 1-877-338-0999. Please have your serial number and model number available.

# Remove the Generator from the Shipping Carton

- 1. Set the shipping carton on a solid, flat surface.
- 2. Remove everything from the carton except the generator.
- 3. Carefully cut each corner of the box from top to bottom. Fold each side flat on the ground to provide a surface area to install the wheel kit and support leg.

# **Add Engine Oil**

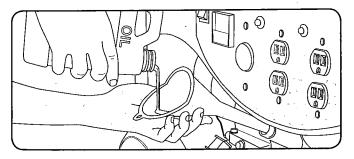
# **(III)** CAUTION

DO NOT attempt to crank or start the engine before it has been properly filled with the recommended type and amount of oil. Damage to the generator as a result of failure to follow these instructions will void your warranty.



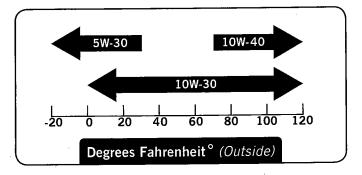
The recommended oil type is 10W-30 automotive oil.

1. Place the generator on a flat, level surface.



# Add Engine Oil Cont'd

- 2. Remove oil fill cap/dipstick to add oil.
- 3. Add up to 0.6 qt. (0.6 L) of oil and replace oil fill cap/dipstick. DO NOT OVERFILL.



4. Check engine oil level daily and add as needed.

# **CAUTION**

The engine is equipped with a low oil shut-off and will stop when the oil level in the crankcase falls below the threshold level.



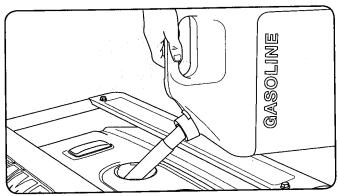
Check oil often during the break-in period. Refer to the Maintenance section for recommended service intervals.

# **NOTE**

The generator rotor has a sealed, pre-lubricated ball bearing that requires no additional lubrication for the life of the bearing.

### Add Fuel

- 1. Use clean, fresh, regular unleaded fuel with a minimum octane rating of 85 and an ethanol content of less than 10% by volume.
- 2. DO NOT mix oil with fuel.
- 3. Clean the area around the fuel cap.
- 4. Remove the fuel cap.
- 5. Slowly add fuel to the tank. DO NOT OVERFILL. Fuel can expand after filling. A minimum of 1/4 in. (6.4 mm) of space left in the tank is required for fuel expansion, more than 1/4 in. (6.4 mm) is recommended. Fuel can be forced out of the tank as a result of expansion if it is overfilled, and can affect the stable running condition of the product. When filling the tank, it is recommended to leave enough space for the fuel to expand.



6. Screw on the fuel cap and wipe away any spilled fuel.

# CAUTION

Use regular unleaded gasoline with a minimum octane rating of 85.

Do not mix oil and gasoline.

Fill tank to approximately ¼ in. (6.4 mm) below the top of the tank to allow for fuel expansion.

DO NOT pump gas directly into the generator at the gas station. Use an approved container to transfer the fuel to the generator.

- DO NOT fill fuel tank indoors.
- DO NOT fill fuel tank when the engine is running or hot.
- DO NOT overfill the fuel tank.
- DO NOT light cigarettes or smoke when filling the fuel tank.

# **⚠ WARNING**

Pouring fuel too fast through the fuel screen may result in blow back of fuel at the operator while filling.

# Add Fuel Cont'd.



# **NOTE**

Our engines work well with 10% or less ethanol blend fuels. When using blended fuels there are some issues worth noting:

- Ethanol-gasoline blends can absorb more water than gasoline alone.
- These blends can eventually separate, leaving water or a watery goo in the tank, fuel valve and carburetor.
- With gravity-fed fuel supplies, this compromised fuel can be drawn into the carburetor and cause damage to the engine and/or potential hazards.
- There are only a few suppliers of fuel stabilizer that are formulated to work with ethanol blend fuels.
- Any damages or hazards caused by using improper fuel, improperly stored fuel, and/ or improperly formulated stabilizers, are not covered by manufacture's warranty.

It is advisable to always shut off the fuel supply, run the engine to fuel starvation and drain the tank when the equipment is not in use for more than 30 days.

# Grounding

Your generator must be properly connected to an appropriate ground to help prevent electric shock.

# **AWARNING**

Failure to properly ground the generator can result in electric shock.

A ground terminal connected to the frame of the generator has been provided on the power panel. For remote grounding, connect of a length of heavy gauge (12 AWG minimum) copper wire between the generator ground terminal and a copper rod driven into the ground. We strongly recommend that you consult with a qualified electrician to ensure compliance with local electrical codes.

# **Generator Location**

NEVER operate the generator inside any building, including garages, basements, crawlspaces and sheds, enclosure or compartment, including the generator compartment of a recreational vehicle. Please consult your local authority. In some areas, generators must be registered with the local utility. Generators used at construction sites may be subject to additional rules and regulations. Generators should be on a flat, level surface at all times. (Even while not in operation) Generators must have at least 5 ft. (1.5 m) of clearance from all combustible material. In addition to clearance from all combustible material, generators must also have at least 3 ft. (91.4 cm) of clearance on all sides to allow for adequate cooling, maintenance and servicing. Generators should never be started or operated in the back of a SUV, camper, trailer, in the bed of a truck (regular, flat or otherwise), under staircases/stairwells, next to walls or buildings, or in any other location that will not allow for adequate cooling of the generator and/or the muffler. DO NOT contain generators during operation. Allow generators to properly cool before transport or storage.

Place the generator in a well-ventilated area. DO NOT place the generator near vents or intakes where exhaust fumes could be drawn into occupied or confined spaces. Carefully consider wind and air currents when positioning generator.

Failure to follow proper safety precautions may void manufacturer's warranty.

# 🕰 WARNING

Do not operate or store the generator in rain, snow, or wet weather.

Using a generator or electrical appliance in wet conditions, such as rain or snow, or near a pool or sprinkler system, or when your hands are wet, could result in electrocution.

# 🕰 WARNING

During operation the muffler and exhaust fumes produced will become hot. If adequate cooling and breathing space are not supplied, or if the generator is blocked or contained, temperatures can become extremely heated and may lead to fire.

# Grounding

The generator system ground connects the frame to the ground terminals on the power panel.

- The generator (stator winding) is isolated from the frame and from the AC receptacle ground pin.
- Electrical devices that require a grounded receptacle pin connection will not function if the receptacle ground pin is not functional.

# **Surge Protection**

# CAUTION

Voltage fluctuation may impair the proper functioning of sensitive electronic equipment.

Electronic devices, including computers and many programmable appliances use components that are designed to operate within a narrow voltage range and may be affected by momentary voltage fluctuations. While there is no way to prevent voltage fluctuations, you can take steps to protect sensitive electronic equipment.

1. Install UL1449, CSA-listed, plug-in surge suppressors on the outlets feeding your sensitive equipment. Surge suppressors come in single- or multi-outlet styles. They're designed to protect against virtually all short-duration voltage fluctuations.

# Do Not Overload Generator

# Capacity

Follow these simple steps to calculate the running and starting watts necessary for your purposes.

- 1. Select the electrical devices you plan on running at the same time.
- 2. Total the running watts of these items. This is the amount of power you need to keep your items running.
- 3. Identify the highest starting wattage of all devices identified in step 1. Add this number to the number calculated in step 2. Surge wattage is the extra burst of power needed to start some electric driven equipment. Following the steps listed under "Power Management" will guarantee that only one device will be starting at a time.

# **Power Management**

Use the following formula to convert voltage and amperage to watts:

# Volts x Amps = Watts

To prolong the life of your generator and attached devices, follow these steps to add electrical load:

- 1. Start the generator with no electrical load attached
- 2. Allow the engine to run for several minutes to stabilize.
- 3. Plug in and turn on the first item. It is best to attach the item with the largest load first.
- 4. Allow the engine to stabilize.
- 5. Plug in and turn on the next item.
- 6. Allow the engine to stabilize.
- 7. Repeat steps 5-6 for each additional item.



# NOTE 🗬

Never exceed the specified capacity when adding loads to the generator.

# **Operation at High Altitude**

The density of air at high altitude is lower than at sea level. Engine power is reduced as the air mass and airfuel ratio decrease. Engine power and generator output will be reduced approximately 31/2% for every 1000 feet of elevation above sea level. This is a natural trend and cannot be changed by adjusting the engine. At high altitudes increased exhaust emissions can also result due to the increased enrichment of the air fuel ratio. Other high altitude issues can include hard starting, increased fuel consumption and spark plug fouling. To alleviate high altitude issues other than the natural power loss, Champion Power Equipment can provide a high altitude carburetor main jet. The alternative main jet and installation instructions can be obtained by contacting Customer Support. Installation instructions are also available in the Technical Bulletin area of the Champion Power Equipment internet site.

The part number and recommended minimum altitude for the application of the high altitude carburetor main jet is listed in the table below.

In order to select the correct high altitude main jet it is necessary to identify the carburetor model. For this purpose, a code is stamped on the side of the carburetor. Select the correct main jet part number corresponding to the carburetor code found on your particular carburetor.

Carburetor Code	Main Jet	Part Number	Altitude
D10 2 D	Standard	26.131017.20.R	
P19-2-R	Altitude	26.131017.20.01.R	
D10 0 7	Standard	26.131017.20.Z	3500 Feet
P19-2-Z	Altitude	26.131017.20.01.Z	(1067 Meters)
D10 0 11	Standard	26.131017.20.H	
P19-2-H	Altitude	26.131017.20.01.H	

# **MWARNING**

Operation using the alternative main jet at elevations lower than the recommended minimum altitude can damage the engine. For operation at lower elevations, the standard main jet must be used. Operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

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# **Recoil Start**

- 1. Make certain the generator is on a flat, level surface.
- 2. Turn off all electrical loads connected to the generator. Never start or stop the generator with electrical devices plugged in and turned on.
- 3. Turn the Fuel Valve to the "ON" position.
- 4. Press the Ignition Switch to "ON".
- 5. Move the choke lever to the "CHOKE" position.
- 6. Pull the starter cord slowly until resistance is felt and then pull rapidly.
- 7. Do not over-choke. As as soon as engine starts, move the choke lever to the "RUN" position.



# **NOTE**

Keep choke lever in "Choke" position for only  $\boldsymbol{1}$ pull of the recoil starter. After first pull, move choke lever to the "Run" position for up to the next 3 pulls of the recoil starter. Too much choke leads to spark plug fouling/engine flooding due to the lack of incoming air. This will cause the engine not to start.



# **NOTE**

If the engine starts but does not continue to run make certain that the generator is on a flat, level surface. The engine is equipped with a low oil sensor that will prevent the engine from running when the oil level falls below a critical threshold.

# **Connecting Electrical Loads**

- 1. Let the engine stabilize and warm up for a few minutes after starting
- 2. Plug in and turn on the desired 120 Volt AC single phase, 60 Hz electrical loads.
- DO NOT connect 3-phase loads to the generator.
- DO NOT connect 50 Hz loads to the generator.
- DO NOT overload the generator.



# **NOTE**

Connecting a generator to your electric utility company's power lines or to another power source may be against the law. In addition this action, if done incorrectly, could damage your generator and appliances and could cause serious injury or even death to you or a utility worker who may be working on nearby power lines. If you plan to run a portable electric generator during an outage, please notify your electric utility company immediately and remember to plug your appliances directly into the generator. Do not plug the generator into any electric outlet in your home. Doing so could create a connection to the utility company power lines. You are responsible for ensuring that your generator's electricity does not feed back into the electric utility power lines.

If the generator will be connected to a building electrical system, consult your local utility company or a qualified electrician. Connections must isolate generator power from utility power and must comply with all applicable laws and codes.

# **Stopping the Engine**

- 1. Turn off and unplug all electrical loads. Never start or stop the generator with electrical devices plugged in or turned on.
- 2. Let the generator run at no-load for several minutes to stabilize internal temperatures of the engine and generator.
- 3. Turn the Fuel Valve to the "OFF" position.
- 4. Let the engine run until fuel starvation has stopped the engine. This usually takes a few minutes.
- 5. Press the engine switch to the "OFF" position. Important: Always ensure that the Fuel Valve and the Engine Switch are in the "OFF" position when the engin is not in use.



If the engine will not be used for a period of two (2) weeks or longer, please see the Storage section for proper engine and fuel storage.

# Do Not Overload Generator

# Capacity

Follow these simple steps to calculate the running and starting watts necessary for your purposes.

- 1. Select the electrical devices you plan on running at the same time.
- 2. Total the running watts of these items. This is the amount of power you need to keep your items running.
- 3. Identify the highest starting wattage of all devices identified in step 1. Add this number to the number calculated in step 2. Surge wattage is the extra burst of power needed to start some electric driven equipment. Following the steps listed under "Power Management" will guarantee that only one device will be starting at a time.

# Power Management

Use the following formula to convert voltage and amperage to watts:

# Volts x Amps = Watts

To prolong the life of your generator and attached devices, follow these steps to add electrical load:

- 1. Start the generator with no electrical load attached
- 2. Allow the engine to run for several minutes to stabilize.
- 3. Plug in and turn on the first item. It is best to attach the item with the largest load first.
- 4. Allow the engine to stabilize.
- 5. Plug in and turn on the next item.
- 6. Allow the engine to stabilize.
- 7. Repeat steps 5-6 for each additional item.

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# **NOTE**

Never exceed the specified capacity when adding loads to the generator.

# **Operation at High Altitude**

The density of air at high altitude is lower than at sea level. Engine power is reduced as the air mass and airfuel ratio decrease. Engine power and generator output will be reduced approximately 3½% for every 1000 feet of elevation above sea level. This is a natural trend and cannot be changed by adjusting the engine. At high altitudes increased exhaust emissions can also result due to the increased enrichment of the air fuel ratio. Other high altitude issues can include hard starting, increased fuel consumption and spark plug fouling. To alleviate high altitude issues other than the natural power loss, Champion Power Equipment can provide a high altitude carburetor main jet. The alternative main jet and installation instructions can be obtained by contacting Customer Support. Installation instructions are also available in the Technical Bulletin area of the Champion Power Equipment internet site.

The part number and recommended minimum altitude for the application of the high altitude carburetor main jet is listed in the table below.

In order to select the correct high altitude main jet it is necessary to identify the carburetor model. For this purpose, a code is stamped on the side of the carburetor. Select the correct main jet part number corresponding to the carburetor code found on your particular carburetor.

Carburetor Main Jet Code		Part Number	Altitude
D10 2 D	Standard	26.131017.20.R	
P19-2-R	Altitude	26.131017.20.01.R	
P19-2-Z	Standard	26.131017.20.Z	3500 Feet
P19-Z-Z	Altitude	26.131017.20.01.Z	(1067 Meters)
P19-2-H	Standard	26.131017.20.H	
F19-Z-H	Altitude	26.131017.20.01.H	

# **AWARNING**

Operation using the alternative main jet at elevations lower than the recommended minimum altitude can damage the engine. For operation at lower elevations, the standard main jet must be used. Operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

# MAINTENANCE AND STORAGE

The owner/operator is responsible for all periodic maintenance.



Never operate a damaged or defective generator.



Tampering with the factory set governor will void your warranty.



Improper maintenance will void your warranty.



Maintenance, replacement, or repair of emission control devices and systems may be performed by any non-road engine repair establishment or individual.

Complete all scheduled maintenance in a timely manner. Correct any issue before operating the generator.



For service or parts assistance, contact our help line at 1-877-338-0999

# **Engine Maintenance**

To prevent accidental starting, remove and ground spark plug wire before performing any service.

#### Oil

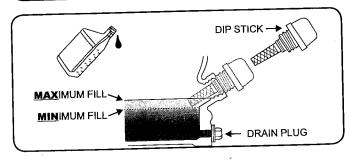
Change oil when the engine is warm. Refer to the oil specification to select the proper grade of oil for your operating environment.

- 1. Remove the oil drain plug with a 12 mm socket and extension.
- 2. Allow the oil to drain completely.
- 3. Replace the drain plug.
- 4. Remove oil fill cap/dipstick to add oil.
- Add upt to 0.6 qt. (0.6 L) of oil and replace oil fill cap/dipstick. DO NOT OVERFILL.
- 6. Dispose of used oil at an approved waste management facility.

# Oil Cont'd.

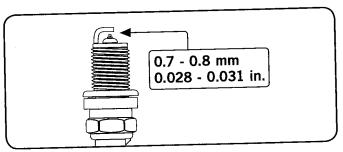


Once oil has been added, a visual check should show oil about 1-2 threads from running out of the fill hole. If using the dipstick to check oil level, DO NOT screw in the dipstick while checking.



# Spark Plugs

- 1. Remove the spark plug cable from the spark plug.
- 2. Use a 13/16 in. or 21 mm socket to remove the plug.
- 3. Inspect the electrode on the plug. It must be clean and not worn to produce the spark required for ignition.
- 4. Make certain the spark plug gap is 0.7 0.8 mm or (0.028 0.031 in.).



- 5. Refer to the spark plug recommendation chart when replacing the plug.
- 6. Carefully thread the plug into the engine.
- 7. Use the spark plug tool to firmly install the plug.
- 8. Attach the spark plug wire to the plug.

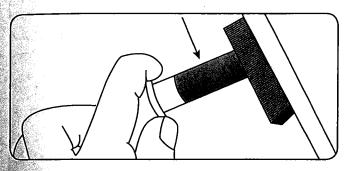
# Air Filter

- 1. Remove the snap-on cover holding the air filter to the assembly.
- 2. Remove the foam element.
- 3. Wash in liquid detergent and water. Squeeze thoroughly dry in a clean cloth.
- 4. Saturate in clean engine oil.
- 5. Squeeze in a clean, absorbent cloth to remove all excess oil.
- 6. Place the filter in the assembly.
- 7. Reattach the air filter cover and snap in place.

# **MAINTENANCE AND STORAGE**

### Spark Arrester

- 1. Allow the engine to cool completely before servicing the spark arrester.
- 2. Remove the two screws holding the cover plate which retains the end of the spark arrester to the muffler.
- 3. Remove the spark arrester screen.
- 4. Carefully remove the carbon deposits from the spark arrester screen with a wire brush.
- 5. Replace the spark arrester if it is damaged.
- 6. Position the spark arrester in the muffler and attach with the two screws.



# CAUTION

Failure to clean the spark arrester will result in degraded engine performance.

# NOTE

Federal and local laws and administrative requirements indicate when and where spark arresters are required. When ordered, spark arresters are required for operation of this generator in National Forest lands. In California, this generator must not be used on any forest-covered land, brush-covered land, or grass- covered land unless the engine is equipped with a spark arrester.

### Cleaning



# (I) CAUTION

DO NOT spray engine with water.

Water can contaminate the fuel system.

Use a damp cloth to clean exterior surfaces of the engine. Use a soft bristle brush to remove dirt and oil. Use an air compressor (25 PSI) to clear dirt and debris from the engine.

# **Adjustments**

The air-fuel mixture is not adjustable. Tampering with the governor can damage your generator and your electrical devices and will void your warranty. CPE recommends that you contact our service line at 1-877-338-0999 for all other service and/or adjustment needs.

### Maintenance Schedule

Follow the service intervals indicated in the following maintenance schedule.

Service your generator more frequently when operating in adverse conditions.

Contact our helpline at 1-877-338-0999 to locate the nearest Champion Power Equipment certified service dealer for your generator or engine maintenance needs.

Every 8 hours or daily
Check oil level
 Clean around air intake and muffler
First 5 Hours
Change oil
Every 50 hours or every season
Clean air filter
Change oil if operating under heavy load or in hot environments
Every 100 hours or every season
Change oil
Clean/Adjust spark plug
Check/Adjust valve clearance*
Clean spark arrester
Clean fuel tank and filter*
Every 250 hours
Clean combustion chamber*
Every 3 years
Replace fuel line

<sup>\*</sup>To be performed by knowledgeable, experienced owners or Champion Power Equipment certified dealers.

# **MAINTENANCE AND STORAGE**

### **Generator Maintenance**

Make certain that the generator is kept clean and stored properly. Only operate the unit on a flat, level surface in a clean, dry operating environment. DO NOT expose the unit to extreme conditions, excessive dust, dirt, moisture or corrosive vapors.



# (I) CAUTION.

DO NOT use a garden hose to clean the generator.

Water can enter the generator through the cooling slots and damage the generator windings.

Use a damp cloth to clean exterior surfaces of the generator. Use a soft bristle brush to remove dirt and oil.

Use an air compressor (25 PSI) to clear dirt and debris from the generator.

Inspect all air vents and cooling slots to ensure that they are clean and unobstructed.

# Storage

The generator should be started at least once every 14 days and allowed to run for at least 20 minutes. For longer term storage, please follow these guidelines.

### **Generator Storage**

- 1. Add a properly formulated fuel stabilizer to the tank.
- 2. Be sure all appliances are disconnected from the generator.
- 3. Run the generator for a few minutes so the treated fuel cycles through the fuel system and carburetor.
- 4. Turn the fuel valve to the "Off" position.
- 5. Let the generator run until fuel starvation has stopped the engine. This usually takes a few minutes.
- 6. The generator needs to cool completely before cleaning and storage.
- 7. Clean the generator according to the maintenance section.
- Change the oil.
- 9. Remove the spark plug and pour about 1/2 ounce (14.8 mL) of oil into the cylinder. Crank the engine slowly to distribute the oil and lubricate the cylinder.
- 10. Reattach the spark plug.
- 11. Store the unit in a clean, dry place out of direct sunlight.

# **DANGER**

Generator exhaust contains odorless and colorless carbon monoxide gas.

To avoid accidental or unintended ignition of your generator during periods of storage, the following precautions should be followed:

When storing the generator for short or extended periods of time make sure that the Engine Switch and the Fuel Valve are set in the OFF position.

# **NOTE**

Our engines work well with 10% or less ethanol blend fuels. When using blended fuels there are some issues worth noting:

- Ethanol-gasoline blends can absorb more water than gasoline alone.
- These blends can eventually separate, leaving water or a watery goo in the tank, fuel valve and carburetor.
- With gravity-fed fuel supplies, this compromised fuel can be drawn into the carburetor and cause damage to the engine and/or potential hazards.
- There are only a few suppliers of fuel stabilizer that are formulated to work with ethanol blend fuels.
- Any damages or hazards caused by using improper fuel, improperly stored fuel, and/ or improperly formulated stabilizers, are not covered by manufacture's warranty.

It is advisable to always shut off the fuel supply, run the engine to fuel starvation and drain the tank when the equipment is not in use for more than 30 days.

# **Engine Specifications**

_	Model
_	Displacement
-	Type
-	Start Type Recoil

# **Generator Specifications**

- 7										
	Model	•	., <b>.</b>						. 46	5596
	Running Wattage							. 35	00 V	Vatts
	Starting Wattage							.40	00 V	Vatts
· 3 類)	AC Load								1	20 V
	Phase								S	ingle
+	Frequency								6	0 Hz
	Fuel Capacity						.3.8	3 gal.	(14	.4 L)
- - 3	Gross Weight					.1	06.5	b lb. (	48.3	3 kg)
4	Net Weight						. 99	9.2 lb	. (4	5 kg)
-	Height						19.6	in. (	49.9	cm)
	Width						17.5	in. (4	44.5	cm)
-	Length						23	.2 in.	(59	cm)

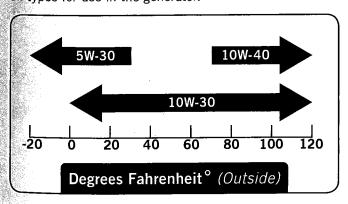
# Fuel

Fuel capacity is 3.8 gal. (14.4 L). Use regular unleaded gasoline with a minimum octane rating of 85 and an ethanol content of less than 10% by volume.

# Oil

Use 10W-30 automotive oil.
Oil capacity is up to 0.6 qt. (0.6 L).
DO NOT OVERFILL.

Please reference the following chart for recommended oil types for use in the generator.



# **Spark Plugs**

**OEM spark plug: NHSP F6RTC** 

Replacement spark plug: NGK BPR6ES or equivalent Make certain the spark plug gap is 0.7 - 0.8 mm or (0.028 - 0.031 in.).

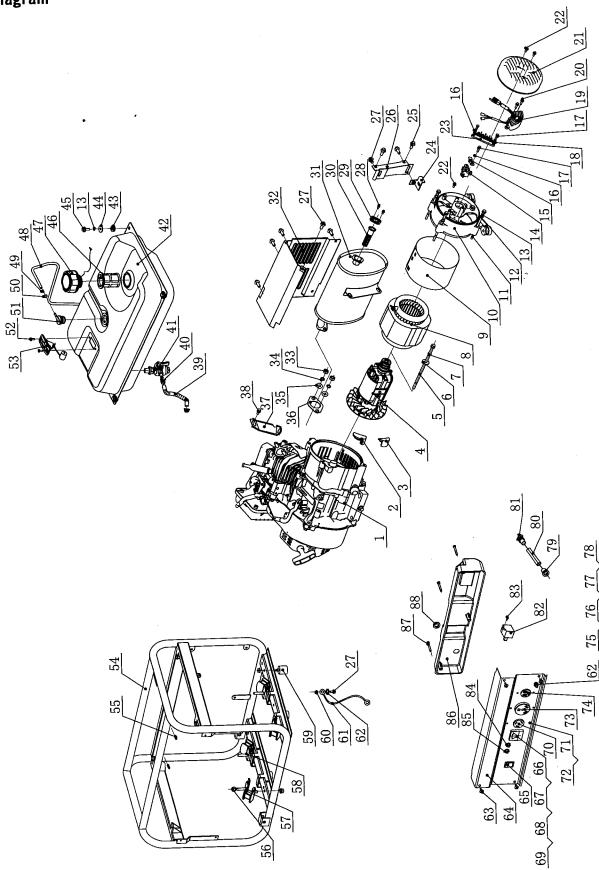
# **Maintenance Valve Clearance**

Intake: 0.13 – 0.17 mm (0.005 – 0.007 in.)
 Exhaust: 0.18 – 0.22 mm (0.007 – 0.009 in.)
 Note: Tech bulletin regarding the valve adjustment procedure is on www.championpowerequipment.com.

# **An Important Message About Temperature**

Your Champion Power Equipment product is designed and rated for continuous operation at ambient temperatures up to 40°C (104°F). When your product is needed your product may be operated at temperatures ranging from -15°C (5°F) to 50°C (122°F) for short periods. If the product is exposed to temperatures outside this range during storage, it should be brought back within this range before operation. In any event, the product must always be operated outdoors, in a well-ventilated area and away from doors, windows and other vents.

Parts Diagram

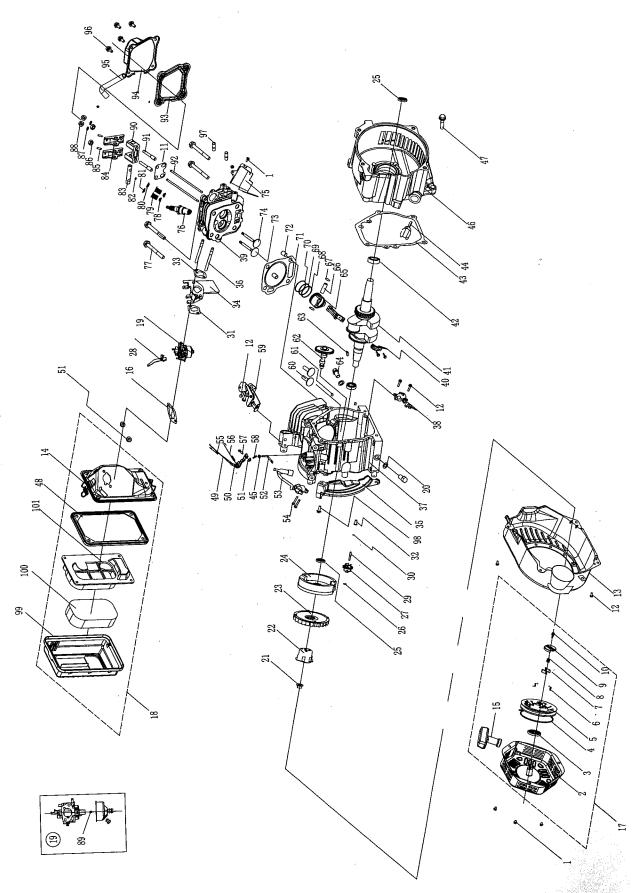


# ENGLISH:

#	Part Number	Description	Qty
1.	26,401	Engine	1
2	122.190005.00	Rubber, Fore-Cover, B	1
3	122.190005.01	Rubber, Fore-Cover, A	1
4	123.191100.19	Rotor Assembly, AI, 120 mm, No DC	1
5	2.08.022	Flange Bolt M8×242	1
6	1.96.08	Washer Ø8	1
7.	1.7244.08	Spring Washer Ø8	1
8	123.191200.19	Stator Assembly, AI, 120 mm, No DC	1
9	123.191002.01	Stator Cover	1
10	122.190002.00	End Housing	1
11	2.08.065	Flange Bolt M6×168	4
12	1.97.1.06	Washer Ø6	4
13	1.93.06	Spring Washer Ø6	8
14	122.190300.00	Carbon Brush Assembly	1
15	122.190004.01	Pinch, Carbon Brush	1
16	1.93.05	Spring Washer Ø5	3
17	1.5783.0516	Bolt M5×16	3
18	1.97.1.05	Washer Ø5	2
19	122.190200.03	AVR (2KW CPE)	1
20	1.16674.0516	Flange Bolt M5×16	2
21-	122.190003.00.48	Generator End Cover, Yellow	1
22	1.16674.0512.2	Flange Bolt M5×12	3
23	122.190400.00	Terminal Block	1
24	122.190018.00	Bracket I, Muffler	1
25	1.16674.0820	Flange Bolt M8×20	3
26	122.190018.01	Bracket II, Muffler	1
27	1.5789.0612	Flange Bolt M6×12	7
28	1.9074.4.0514	Screw And Washer Assembly M5×14	2
29	46.101503.08	Plate, Spark Arrester	1
30	46.101300.08	Spark Arrester Assembly	1
31	26.101000.00	Muffler Assembly	1
32	23.102000.03.2	Muffler Cover	1
33	1.6175.08	Nut M8	2
34	1.93.08	Spring Washer Ø8	2
35	1.848.08	Washer Ø8	2
36	26.100001.00	Muffler Gasket	1
37	23.090006.21	Holder, Air Cleaner	1
38	1.5789.0608	Flange Bolt M6×8	1
39	23.070011.04	Pipe, Fuel (6.1 in.)	1
40	2.06.007	Clamp (Ø8×b6)	2
41	122.070400.05	Fuel Cock	1
42	122.071000.05.48	Fuel Tank, Yellow	1
43	122.070015.01	Mount Vibration, Fuel Tank	4
44	2.03.004	Washer (Ø24ר6.5×1.5)	4

#	Part Number	Description	Qty
45	1.5789.0620.2	Flange Bolt M6×20	4
46	23.070301.00	Fuel Filter	1
47	24.070100.00	Fuel Tank Cap	1
48	24.070014.05	Pipe, Reversal Valve, 630 mm	1
49	24.070030.00	Hole, Breather Tube	1
50	2.06.006	Clamp (Ø7ר1)	1
51	24.070800.00	Reversal Valve	1
52	1.819.0510	Screw M5×10	2
53	122.072000.00	Fuel Meter Assembly	1
54	6.2.262.318.2	Frame	1
55	2.05.001	Clamp (Ø8×6.5)	2
56	1.6177.1.08	Flange Lock Nut M8	12
57	122.201200.04	Motor Mount, i	2
58	122.201200.05	Motor Mount, II	2
59	122.201400.01	Rubber	4
60	1.6177.1.06	Flange Lcok Nut M6	1
61	5.1900.026	Grounding Line, 150 mm	1
62	1.862.06	Lock Washer Ø6	2
63	2.08.068.2	Flange Bolt M5×13	4
64	122.01.104.2	Control Panel	1
65	5.1000.004.3	Ignition Switch	1
66	5.1400.003	Voltage Meter	1
67	1.848.03.2	Washer Ø3	4
68	1.859.03.2	Spring Washer Ø3	4
69	1.6175.03.2	Nut M3	4
70	5.1120.008	Receptacle L5-30R	1
71	1.9074.4.0414.1	Screw And Washer Assembly M4×14, Black	6
72	1.6177.1.04.1	Flange Lock Nut M4, Black	
73	5.1120.034	Receptacle TT-30R	1
74	5.1120.030	Receptacle 5-20R	1
75	1.5783.0622.3	Bolt M6×22, Green	1
76	1.6175.06.3	Nut M6, Green	2
77	1.97.1.06.3	Washer Ø6, Green	2
78	1.93.06.3	Spring Washer Ø6, Green	2
79	122.210003.01	Plug, Control Box	1
80	5.1330.001	Sheath, Wire	1_
.81	122.210003.03	Plug, End Cover	1
82	5.1810.001	Over Voltage Protector	
83	1.823.0514	Screw M5×14	1
84	5.1210.920	AC 20A Breaker, Push Button	1
85	5.1210.925	AC.25A Breaker, Push Button	1
86	122.210002.02	Control Box	1
87	1.9074.1.0538.2	Screw And Washer Assembly M5×38	3
88	122.210003.00	Grommet	1
	<del></del>		

# **Engine Parts Diagram**

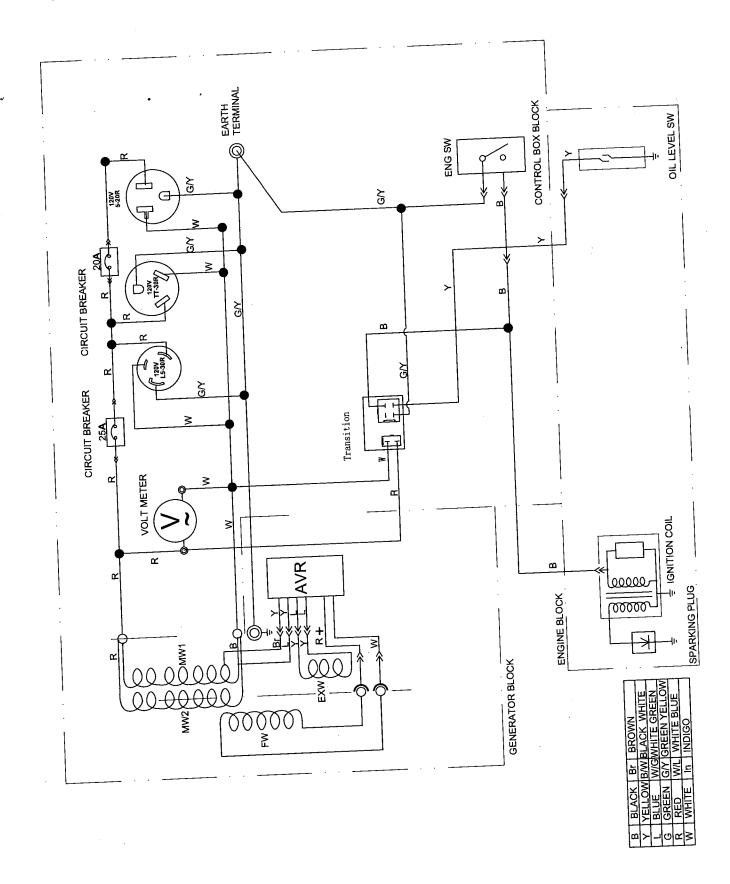


# 46596 ENGLISH

#	Part Number	Description	Qty
1.	1.5789.0608	Flange Bolt M6×8	5
2	22,061100,00,2	Recoil Starter Cover, Black	1
3	21.061005.00	Recoil Starter Spring	1
4	2.10.003	Rope (Ø5×1550)	1
5	21.061001.01	Recoil Starter Reel	1
6	45.060003.00	Spring, Ratchet	2
7		Starter Ratchet (Iron)	2
8	45.060009.00	Spring, Ratchet Guide	1
9	45.060007.00	Ratchet Guide	1
10	45.060008.00	Screw, Ratchet Guide	1
11	24.040004.00	Guide Plate Push Rod	1
12	1.5789.0612	Flange Bolt M6×12	8
13	24.080100.01.48	Fan Cover, Yellow	1
14	24.091100.21	Base, Air Cleaner	1
15	21.061300.00	Recoil Handle	1
16	24.130004.20	Gasket, Air Cleaner	1
17	22.061000.00	Recoil Assembly	1
18	24.091000.21	Air Cleaner Assembly	1
19	26.131000.20	Carburetor	1
20	2.03.016	Washer, Drain Bolt (Ø10ר16×1.5)	2
21	2.02.006	Nut (M14×1.5)	1
22	21.060001.01	Pulley, Starter	1
23	23.080001.00	Cooling Fan	1
24	24.120100.06	Flywheel	1
25	2.11.001	Oil Seal (Ø25ר41.3×6)	2
26	2.03.020.1	Washer (Ø6.2ר15×0.5), Black	1
27	21.110100.00	Gear, Governor	1
28	23.130100.20	Choke Lever	1
29	21.110013.00	Shaft, Governor Gear	1
30			1
31	22.130003.00	Gasket, Carburetor	1
32			1
TOTAL SECTION AND ADDRESS OF THE PARTY OF TH	24.130002.00	Gasket, Insulator	1
34	23.130001.00	Insulator, Carburetor	1
35	23.080600.00	Air Guide, Right Side	1
36	2.01.003	Stud Bolt M6×90	2
37	26.030100.00	Crankcase (200)	1
38	21.127000.01	Oil Level Sensor	1
39	26.010100.00	Cylinder Head (168-2)	1
40	23.050200.00	Connecting Rod	1
41	25.050100.11	Crankshaft (A 200Engine For Equipment)	1
42	1.276.6205	Bearing 6205	2
43	24.030008.00	Gasket, Crankcase Cover	1
44	22.031000.00.48	Oil Dipstick Assembly, Yellow	1
45	2.03.021.1	Washer (Ø6.4ר13×1)	1
46	23.030007.01	Cover, Crankcase (Engine For Equipment)	1
47	1.5789.0832.0.8	Flange Bolt M8×32	6
48	23.091002.21	Seal, Air Cleaner	1
49	23.110006.00	Rod Governor	1
50	21.110003.00	Arm, Governor	1
51	1.6177.06	Flange Nut M6	3

#	Part Number	Description	Qty
52	21.110001.00	Shaft, Governor Arm	1
53	22.123000.01	Ignition Coil ( silicon rubber EPA )	1
54	1.5789.0625	Flange Bolt M6×25	2
55	23.110005.01	Spring, Throttle Return	1
56	23.110007.00	Spring, Governor	1
57	2.08.040	Bolt, Governor Arm (M6×21)	1
58	21.110008.00	Pin, Shaft	1
59	23.111000.20	Control Assembly (Engine For Equipment)	1
60	25.040013.00	Lifter, Valve	2
61	2.04.001	Dowel Pin (Ø9×14)	2
62	26.041000.00	Camshaft (200 EPA)	1.
63	2.14.012	Woodruff Key (4×7.5×19)	1
64	2.08.037	Bolt, Drain (M10×1.25×25)	2
65	26.050005.00	Piston	1
66	23.050003.00	Wrist Pin	1
67	2.09.001	Circlip (Ø18ר1)	2
68	26.050303.00	Ring, Oil	1
69	26.050302.00	Ring, Second Piston	1
70	26.050301.00	Ring, First Piston	1
71	26.030009.00	Gasket, Cylinder Head (168-2)	1
72	2.04.003	Dowel Pin (Ø10×14)	2
73	23.040002.00	Valve, Intake	1
74	23.040006.00	Valve, Exhaust	1
75	26.080400.00	Air Guide, Lower ( 200 G )	1
76	2.15.002(F6RTC)	Spark Plug (F6RTC)	
77	1.5789.0855	Flange Bolt M8×55	4
78	23.040017.00	Oil Seal, Valve (Iron)	2
79	21.040003.00	Spring, Valve	2
80	21.040007.00	Retainer, Exhaust Valve Spring (up)	1
81	21.040001.00	Retainer, Intake Valve Spring (up)	1
82	21.040008.00	Rotator, Exhaust Valve	1
83	24.040202.00	Shaft, Rocker Arm	1
84	22.040009.00	Rocker Arm, Intake Valve	2
85	22.040012.00	Screw, Valve Adjustment	2
86	21.040021.00	Nut, Lock (M6×0.5)	2
87	1.97.1.06	Washer Ø6	2
88	1.6177.1.06	Flange Lock Nut M6	2
89	26.131017.20	Standard Main Jet	1
03	26.131017.20.01	Altitude Main Jet	/
90	24.040201.00	Retainer, Rocker Arm	1
91	23.040010.00	Bolt, Rocker Arm	2
92	23.040005.00	Push Rod	2
93	21.020002.01	Gasket, Cylinder Head Cover	1
94	24.021000.00	Cylinder Head Cover (CPE)	1
95	23.020001.02	Breather Tube	1
96	1.5789.0615	Flange Bolt M6×15	4
97	2.01.010	Stud Bolt (M8×35)	2
98	1.5789.0620	Flange Bolt M6×20	1
99	24.091200.20	Cover, Air Cleaner	1
100	23.091003.21	Element, Air Cleaner	1
101	23.091001.21	Separator, Air Cleaner	1

# **Wiring Diagram**



Problem	Cause	Solution		
Generator will not start	No fuel	Add fuel		
	Faulty spark plug	Replace spark plug		
	Unit loaded during start up	Remove load from unit		
Generator will not start;	Low oil level	Fill crankcase to the proper level		
Generator starts but runs roughly		Place generator on a flat, level surface		
	Choke in the wrong position	Adjust choke		
<u> </u>	Spark plug wire loose	Attach wire to spark plug		
Generator shuts down during operation	Out of fuel	Fill fuel tank		
	Low oil level	Fill crankcase to the proper level. Place generator on a flat, level surface		
Generator cannot supply enough power or overheating	Generator is overloaded	Review load and adjust. See "Power Management"		
	Insufficient ventilation	Check for air restriction. Move to a well ventilated area		
No AC output	Cable not properly connected	Check all connections		
	Connected device is defective	Replace defective device		
	Circuit breaker is open	Reset circuit breaker		
	Faulty brush assembly	Replace brush assembly (Service Center)		
	Faulty AVR (auto voltage regulator)	Replace AVR (Service Center)		
	Loose wiring	Inspect and tighten wiring connections		
	Other	Contact the help line		
Generator gallops	Engine governor defective	Contact the help line		
Repeated circuit breaker tripping	Overload	Review load and adjust. See "Power Management"		
	Faulty cords or device	Check for damaged, bare or frayed wires. Replace defective device		

# For further technical support:

**Technical Service** 

Mon - Fri 8:30 AM - 5:00 PM (PST/PDT)

Toll Free: 1-877-338-0999

tech@championpowerequipment.com

# WARRANTY

CHAMPION POWER EQUIPMENT 2 YEAR LIMITED WARRANTY

# **Warranty Qualifications**

Champion Power Equipment (CPE) will register this warranty upon receipt of your Warranty Registration Card and a copy of your sales receipt from one of CPE's retail locations as proof of purchase.

Please submit your warranty registration and your proof of purchase within ten (10) days of the date of purchase.

# Repair/Replacement Warranty

CPE warrants to the original purchaser that the mechanical and electrical components will be free of defects in material and workmanship for a period of one year (parts and labor) and two years (parts) from the original date of purchase (90 days (parts and labor) and 180 days (parts) for commercial & industrial use). Transportation charges on product submitted for repair or replacement under this warranty are the sole responsibility of the purchaser. This warranty only applies to the original purchaser and is not transferable.

# Do Not Return The Unit To The Place Of Purchase

Contact CPE's Technical Service and CPE will troubleshoot any issue via phone or e-mail. If the problem is not corrected by this method, CPE will, at its option, authorize evaluation, repair or replacement of the defective part or component at a CPE Service Center. CPE will provide you with a case number for warranty service. Please keep it for future reference. Repairs or replacements without prior authorization, or at an unauthorized repair facility, will not be covered by this warranty.

# **Warranty Exclusions**

This warranty does not cover the following repairs and equipment:

# **Normal Wear**

Generators need periodic parts and service to perform well. This warranty does not cover repair when normal use has exhausted the life of a part or the equipment as a whole.

# Installation, Use and Maintenance

This warranty will not apply to parts and/or labor if this generator is deemed to have been misused, neglected, involved in an accident, abused, loaded beyond the generator's limits, modified, installed improperly or connected incorrectly to any electrical component.

# Installation, Use and Maintenance Cont'd.

Normal maintenance such as spark plugs, air filters, adjustments, fuel system cleaning and obstruction due to buildup is not covered by this warranty.

# Other Exclusions

This warranty excludes:

- Cosmetic defects such as paint, decals, etc.
- Wear items such as filter elements, o-rings, etc.
- Accessory parts such as starting batteries, and storage covers.
- Failures due to acts of God and other force majeure events beyond the manufacturer's control.
- Problems caused by parts that are not original Champion Power Equipment parts.

This warranty does not apply to generators used for prime power in place of a utility.

# Limits of Implied Warranty and Consequential Damage

Champion Power Equipment disclaims any obligation to cover any loss of time, use of this product, freight, or any incidental or consequential claim by anyone from using this generator. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

A unit provided as an exchange will be subject to the warranty of the original unit. The length of the warranty governing the exchanged unit will remain calculated by reference to the purchase date of the original unit. This warranty gives you certain legal rights which may change from state to state. Your state may also have other rights you may be entitled to that are not listed within this warranty.

# **Contact Information**

#### Address

Champion Power Equipment, Inc. **Customer Service** 12039 Smith Ave. Santa Fe Springs, CA 90670 www.championpowerequipment.com

# **Customer Service**

Mon - Fri 8:30 AM - 5:00 PM (PST/PDT)

Toll Free: 1-877-338-0999

info@championpowerequipment.com

Fax no.: 1-562-236-9429

# **Technical Service**

Mon - Fri 8:30 AM - 5:00 PM (PST/PDT)

Toll Free: 1-877-338-0999

tech@championpowerequipment.com 04/7 T-ah Sunnart. 1-562-204-1188

# Champion Power Equipment, Inc. (CPE), United States Environment Protection Agency (U.S. EPA) Emission Control System Warranty

Your Champion Power Equipment (CPE) engine complies with U.S. EPA emission regulations.

# YOUR WARRANTY RIGHTS AND OBLIGATIONS:

The US EPA AND CPE are pleased to explain the Federal Emission Control Systems Warranty on your 2014 small off-road engine and engine powered equipment. New engines and equipment must be designed, built and equipped, at the time of sale, to meet U.S. EPA regulations for small non-road engines. CPE warrants the emission control system on your small off-road engine and equipment for the period of time listed below, provided there has been no abuse, neglect, unapproved modification, or improper maintenance of your equipment.

Your emission control system may include parts such as the carburetor, fuel-injection system, the ignition system, catalytic converter and fuel lines. Also included may be hoses, belts, connectors and other emission related assemblies. Where a warrantable condition exits, CPE will repair your small off-road engine at no cost to you including diagnosis, parts and labor.

# MANUFACTURER'S EMISSION CONTROL SYSTEM WARRANTY COVERAGE:

This emission control system is warranted for two years, subject to provisions set forth below. If, during the warranty period, emission related part on your engine is defective in materials or workmanship, the part will be repaired or replaced by CPE.

# **OWNER WARRANTY RESPONSIBILITIES:**

As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your Owner's Manual. CPE recommends that you retain all your receipts covering maintenance on your small off-road engine, but CPE cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the small off-road engine owner, you should however be aware that CPE may deny you warranty coverage if your small, off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your small off-road engine to an Authorized CPE service outlet or alternate service outlet as described in (3)(f.) below, CPE dealer or CPE, Santa Fe Springs, Ca. as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Champion Power Equipment, Inc.
Customer Service
12039 Smith Ave.
Santa Fe Springs, CA 90670
1-877-338-0999
tech@championpowerequipment.com

# **EMISSION CONTROL SYSTEM WARRANTY**

The following are specific provisions relative to your Emission Control System (ECS) Warranty Coverage.

1. APPLICABILITY: This warranty shall apply to 1997 and later model year small off-road engines. The ECS Warranty Period shall begin on the date the new engine or equipment is delivered to its original, end-use purchaser, and shall continue for 24 consecutive months thereafter.

# 2. GENERAL EMISSIONS WARRANTY COVERAGE

CPE warrants to the original, end-use purchaser of the new engine or equipment and to each subsequent purchaser that each of its small off-road engines is:

a. Designed, built and equipped so as to conform to U.S. EPA emissions standards for spark-ignited

engines at or below 19 kilowatts.

b. Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification for a period of two years.

# 3. THE WARRANTY ON EMISSION-RELATED PARTS WILL BE INTERPRETED AS FOLLOWS:

a. Any warranted part that is not scheduled for replacement as required maintenance in the Owners Manual shall be warranted for the ECS Warranty Period. If any such part fails during the ECS Warranty Period, it shall be repaired or replaced by CPE according to Subsection "d" below. Any such part repaired or replaced under the ECS Warranty shall be warranted for any remainder of the ECS Warranty Period.

b. Any warranted, emissions-related part which is scheduled only for regular inspection as specified in the Owners Manual shall be warranted for the ECS Warranty Period. A statement in such written instructions to the effect of "repair or replace as necessary", shall not reduce the ECS Warranty Period. Any such part repaired or

replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period.

c. Any warranted, emissions-related part which is scheduled for replacement as required maintenance in the Owner's Manual shall be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part shall be repaired or replaced by CPE according to Subsection "d" below. Any such emissions-related part repaired or replaced under the ECS Warranty, shall be warranted for the remainder of the ECS Warranty Period prior to the first scheduled replacement point for such emissions-related part.

d. Repair or replacement of any warranted, emissions-related part under this ECS Warranty shall be

performed at no charge to the owner at a CPE Authorized Service Outlet.

e. The owner shall not be charged for diagnostic labor which leads to the determination that a part covered by the ECS Warranty is in fact defective, provided that such diagnostic work is performed at a CPE Authorized Service Outlet.

f. CPE shall pay for covered emissions warranty repairs at non-authorized service outlets under the

following circumstances:

i. The service is required in a population center with a population over 100,000 according to U.S.

Census 2000 without a CPE Authorized Service Outlet AND

ii. The service is required more than 100 miles from a CPE Authorized Service Outlet. The 100 mile limitation does not apply in the following states: Alaska, Arizona, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, Texas, Utah and Wyoming.

g. CPE shall be liable for damages to other original engine components or approved modifications proximately caused by a failure under warranty of an emission-related part covered by the ECS Warranty.

h. Throughout the ECS Warranty Period, CPE shall maintain a supply of warranted emission-related parts sufficient to meet the expected demand for such emission-related parts.

i. Any CPE Authorized and approved emission-related replacement part may be used in the performance of any ECS Warranty maintenance or repair and will be provided without charge to the owner. Such use shall not

reduce CPE's warranty obligation. j. Unapproved add-on or modified parts may not be used to modify or repair a CPE engine. Such use voids this ECS Warranty and shall be sufficient grounds for disallowing an ECS Warranty claim. CPE shall not be liable hereunder for failures of any warranted parts of a CPE engine caused by the use of such an unapproved add-on or modified part.

# EMISSION-RELATED PARTS INCLUDE THE FOLLOWING: (using those portions of the list applicable to the engine)

Systems covered by this warranty	Parts Description
Fuel Metering System	Fuel regulator, Carburetor and internal parts
Air Induction System	Air cleaner, Intake manifold
Ignition System	Spark plug and parts, Magneto ignition system
Exhaust System *	Exhaust manifold, catalytic converter
Miscellaneous Parts	Tubing, Fittings, Seals, Gaskets, and Clamps associated with these listed systems.
Evaporative Emissions	Fuel Tank, Fuel Cap, Fuel Line, Fuel Line Fittings, Clamps, Pressure Relief Valves, Control Valves, Control Solenoids, Electronic Controls, Vacuum Control Diaphragms, Control Cables, Control Linkages, Purge Valves, Vapor Hoses, Liquid/Vapor Separator, Carbon Canister, Canister Mounting Brackets, Carburetor Purge Port Connector

#### TO OBTAIN WARRANTY SERVICE:

You must take your CPE engine or the product on which it is installed, along with your warranty registration card or other proof of original purchase date, at your expense, to any Champion Power Equipment dealer who is authorized by Champion Power Equipment, Inc. to sell and service that CPE product during his normal business hours. Alternate service locations defined in Section (3)(f.) above must be approved by CPE prior to service. Claims for repair or adjustment found to be caused solely by defects in material or workmanship will not be denied because the engine was not properly maintained and used.

If you have any questions regarding your warranty rights and responsibilities, or to obtain warranty service, please write or call Customer Service at Champion Power Equipment, Inc.

Champion Power Equipment, Inc. 12039 Smith Ave. Santa Fe Springs, CA 90670 1-877-338-0999

Attn.: Customer Service tech@championpowerequipment.com

# RICHARDSON, PATRICK, =

WESTBROOK & BRICKMAN

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DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863 EMAIL: dhaltiwanger@rpwb.com

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue ECHO Incorporated and ACE Hardware for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative, LLC, ("SCCAI"), I intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against ECHO Incorporated, commonly referred to by its brand name as ECHO, and its affiliated entities (hereinafter "ECHO") and ACE Hardware Corporation for numerous violations of the CAA.

According to the company's website: "ECHO Incorporated was founded in Northbrook, IL, in 1972 as Kioritz Corporation of America. It was officially established under its present name in 1978. The company originally was an importer of high-performance 2-cycle engines and hand-held products manufactured by Kioritz Corporation of Japan. In 1979, ECHO shifted its focus to engineering and manufacturing and began initial production and assembly operations in Wheeling, IL. The first lawn care product it produced for the US market was the curved shaft GT-200 grass trimmer. Soon after, ECHO broadened its product offerings to include chain saws, straight shaft grass trimmers, brushcutters, backpack and hand-held blowers, and hedge trimmers." See http://www.echo-usa.com/About-ECHO/About-Us, last visited July 15, 2015.

ACE Hardware is a retail hardware store that imports and sells, among many things, outdoor power devices, such as products manufactured by ECHO. Under the CAA, the term "manufacturer" is defined broadly. The term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. § 7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that ECHO and ACE Hardware have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the U.S. District Court for District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. ECHO and ACE Hardware are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation.

ECHO and ACE are each considered a "manufacturer" as defined under the CAA, including 42 U.S.C. § 7550(1), 40 C.F.R. §§ 1051.801, 1054.801, and 1068.30. Where ECHO utilizes a third party engine in its products, or when ACE retails another person's gasoline powered products; each party is also responsible for ensuring they comply, as do their suppliers, with the law. As such, neither ACE nor ECHO may seek to be indemnified by its suppliers for CAA violations under the current relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

# **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of ECHO's warranties on several of its products has revealed that none are fully compliant with the Clean Air Act regulations. Recently, SCCAI obtained an ECHO PB-250LN Power Blower from an ACE Hardware store. The warranty provided with the product repeatedly fails to comply with the CAA. Below we have detailed the most significant violations that we have discovered.

As an initial matter, a booklet that ECHO has titled "ECHO Incorporated Emission Control Warranty Statement for ECHO and Shindaiwa Brands" is not included in the owner's manual but rather is found separate and apart in the box. This configuration violates 40 C.F.R. § 1054.120(e) that requires manufacturers to:

Describe <u>in the owners manual</u> the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining warranty service consistent with the requirements of paragraph (f) of this section.

(Emphasis added). By not being part of the owner's manual, this "Emission Control Warranty" is subject to being misplaced or lost. The problem is compounded by a warranty included in the owner's manual that has significant shortcoming of its own under the CAA.

Further violating 40 C.F.R. § 1054.120(e) is the inclusion in the owner's manual of "in lieu" language. Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the owner's manual. The warranty in the ECHO owner's manual states:

This limited warranty is in lieu of all other expressed or implied warranties, including any warranty of FITNESS FOR PARTICULAR PURPOSE OR USE and any implied warranty of **MERCHANTABILITY** otherwise applicable to this product...There are no warranties extended other than as provided herein.

(Emphasis in original). On its face, this "in lieu" language contradicts the existence of the "ECHO Incorporated Emission Control Warranty Statement for ECHO and Shindaiwa Brands" provided separate and apart from the owner's manual. Someone reading the owner's manual would not know that the unattached emissions control warranty existed.

ECHO's "Emission Control Warranty" also violates 40 C.F.R. § 1054.125(f) Source of parts and repairs. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The ECHO warranty does not include the required language and is not located on the first page of the written maintenance instructions. Worse, the warranty states "You are responsible for presenting your equipment/SORE to an ECHO Inc. authorized service representative as soon as a problem exists." Also, "If there is a defect in a part covered by this warranty, any ECHO Inc. Authorized Service Dealer will correct the defect."

ECHO's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to ECHO Authorized Service Dealers is a clear violation of the regulation.

ECHO's warranty also violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The ECHO warranty does not provide the required email address to assist in arranging warranty repairs.

ECHO's warranty on the power blower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The ECHO owner's manual and warranty does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe ECHO may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

Additionally, the ECHO Warranty provides an incomplete list of the components required to be covered by the CAA. The ECHO Warranty provides only a partial list of the emissions related components found in 40 C.F.R. § 1068 Appendix I. By providing an incomplete list of covered parts, an owner might incorrectly believe that an emissions component is not covered.

ACE Hardware directly contributes to the CAA violations in this matter by including with the sale a "Power Equipment Store Return Policy" form. On that form it states: "All service and warranty issues must be handled through your authorized service center so a proper diagnosis can be done on your product." Placing such restrictions on warranty service violates 40 C.F.R. 1054.125(f) and 40 C.F.R. § 1054.120(e) as discussed above.

# CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable companies like ECHO and ACE Hardware that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing these companies, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter future non-compliance.

If the EPA was to elect not to file a complaint against ECHO and ACE Hardware, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers that the certificates of conformity are merely a formality that carry no force of law. Manufacturers can produce products for use in the United States that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitiveplaying field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in ECHO's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of ECHO's violations for the engines they produce or introduce into the stream of commerce, third parties such as ACE Hardware that sell products with ECHO engines, parts for the engines, or the engines themselves are liable for EPA regulation violations. Just like the consumers who have purchased ECHO products with the defects that lead to their non-compliance, these third party sellers have been damaged by ECHO. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against ECHO and ACE Hardware to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining ECHO and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by ECHO.
- 3. Injunctive relief commanding ECHO to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for ECHO to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act against ECHO, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge of the applicable legislation and expertise in complex litigation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers, and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the

CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Dan Hutt

Cc: John Venhuizen President Ace Hardware
Howard E. Japlon Esq. General Counsel Ace Hardware
Yoshiaki Nagao, President YAMABIKO 637-3 Orihashicho Hitachiota, Ibaraki Prefecture, Japan
Tim Dorsey, President, ECHO Incorporated, 400 Oakwood Road, Lake Zurich, IL 60047-1564
Evan Belser, EPA, Air Enforcement Division
SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201
SC AG, Alan Wilson, Esq. 1000 Assembly St. Columbia, SC 29201



# PB-250LN Power Blower

# Operator's Manual





The muffler or catalytic muffler and surrounding cover may become extremely hot. Always keep clear of exhaust and muffler area, otherwise serious personal injury may occur.

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.



Users of this equipment risk injury to themselves and others if the unit is used improperly and/or safety precautions are not followed. ECHO provides an operator's manual. It must be read and understood for proper and safe operation. Failure to do so could result in serious injury.

Specifications, descriptions and illustrative material in this literature are as accurate as known at the time of publication, but are subject to change without notice. Illustrations may include optional equipment and accessories, and may not include all standard equipment.

X7501186000

# **MAINTENANCE**

Moving parts can amputate fingers or cause severe injuries. Keep hands, clothing and loose objects away from all openings. Always stop engine, disconnect spark plug, and make sure all moving parts have come to a complete stop before removing obstructions, clearing debris, or servicing unit. Allow unit to cool before performing service. Wear gloves to protect hands from sharp edges and hot surfaces.

Your ECHO unit is designed to provide many hours of trouble free service. Regular scheduled maintenance will help your unit achieve that goal. If you are unsure or are not equipped with the necessary tools, you may want to take your unit to an ECHO Service Dealer for maintenance. To help you decide whether you want to DO-IT-YOURSELF or have the ECHO Dealer do it, each maintenance task has been graded. If the task is not listed, see your ECHO Dealer for repairs.

# **Skill Levels**

**Level 1** = Easy to do. Common tools may be required.

Level 2 = Moderate difficulty. Some specialized tools may be required.

ECHO offers REPOWER™ Maintenance Kits and Parts to make your maintenance job easier,

# **Maintenance Intervals**

COMPONENT/SYSTEM	MAINTENANCE PROCEDURE	REQ'D SKILL LEVEL	DAILY OR BEFORE USE	EVERY REFUEL	3 MONTHS	YEARLY
Air Filter	Inspect/Clean	1	I/C*		R*	-
Choke Shutter	Inspect/Clean	1	I/C			
Fuel Filter	Inspect/Replace	1		u.).	1*	I/R*
Fuel Cap Gasket	Inspect/Replace	1			1*	R*
Fuel System	Inspect/Replace	1	1 (1) *	l (1) *		
Spark Plug	Inspect/Clean/Replace	1 *	Y · ·		I/C/R*	
Cooling System	Inspect/Clean	2 *	I/C			
Muffler Spark Arrestor	Inspect/Clean/Replace	2		-	I/C/R*	
Cylinder Exhaust Port	Inspect/Clean/Decarbon	2			I/C	
Recoil Starter Rope	Inspect/Clean	, 1	I/C*			
Screws/Nuts/Bolts	Inspect/Tighten/Replace	1	1*			

<u>MAINTENANCE PROCEDURE LETTER CODES:</u> I = INSPECT, R = REPLACE, C = CLEAN IMPORTANT NOTE - Time intervals shown are maximum. Actual use and your experience will determine the frequency of required maintenance.

# **MAINTENANCE PROCEDURE NOTES:**

- (1) Low evaporative fuel tanks DO NOT require regular maintenance to maintain emission integrity.
- \* Replacement is recommended based on the finding of damage or wear during inspection.

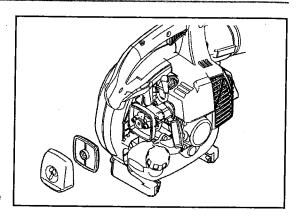


# Air Filter

#### Level 1.

Parts Required: REPOWER™ AIR & FILTER KIT.

- 1. Close choke (COLD START [ ] position). This prevents dirt from entering the carburetor throat when the air filter is removed. Brush accumulated dirt from air cleaner area.
- 2. Remove air filter cover. Brush dirt from inside cover.
- Remove air filter and lightly brush debris from filter. Replace filter if it is damaged, fuel soaked, very dirty, or the rubber sealing edges are deformed.
- 4. If filter can be reused, be certain it:
  - Fits tightly in he air filter cavity.
  - Is installed with the original side out.
- 5. Install air filter cover.



# **Fuel Filter**

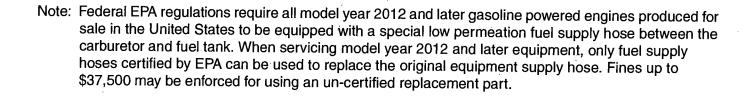
Level 1.

Parts Required: REPOWER™ AIR & FILTER KIT.

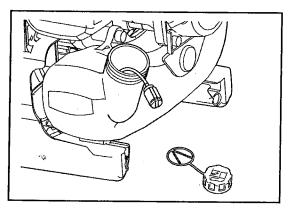
# **A** DANGER

Fuel is VERY flammable. Use extreme care when mixing, storing or handling, or serious personal injury may result.

- Use a clean rag to remove loose dirt from around fuel cap and empty fuel tank.
- 2. Use the "fuel line hook" to pull the fuel line and filter from the tank.
- 3. Remove the filter from the line and install the new filter.



MEGHO.



0.65 mm (0.026 in.)

# **Spark Plug**

Level 2.

Parts Required: REPOWER™ Tune-Up Kit

# NOTICE

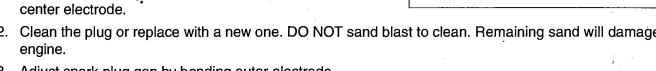
Use only NGK BPM-8Y spark plug (BPMR-8Y in Canada) otherwise severe engine damage may occur.

1. Remove spark plug and check for fouling, worn and rounded



3. Adjust spark plug gap by bending outer electrode.

4. Tighten spark plug to 150-170 kgf • cm (130-150 in • lbf).



# **Cooling System**

Level 2.

Parts Required: None if you are careful.

# **NOTICE**

To maintain proper engine operating temperatures, cooling air must pass freely through the cylinder fin area. This flow of air carries combustion heat away from the engine.

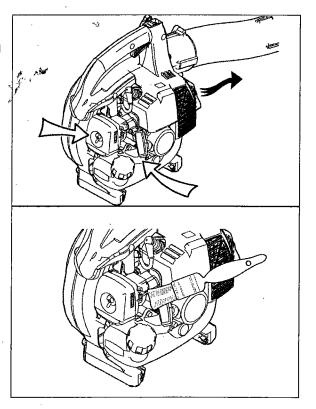
Overheating and engine seizure can occur when:

- Air intakes are blocked, preventing cooling air from reaching the cylinder.
- Dust and grass build up on the outside of the cylinder. This build up insulates the engine and prevents the heat from leaving.

Removal of cooling passage blockages or cleaning of cooling fins is considered "Normal Maintenance." Any failure attributed to lack of maintenance is not warranted.

# **Cleaning Grill**

1. Brush accumulated debris from crankcase intake grill above the fuel tank.





# **Cleaning Cylinder Fins**

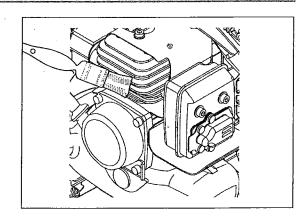
- Remove spark plug lead from spark plug, and remove engine cover.
- 2. Clean cylinder fins to allow cooling air to pass freely.
- 3. Reassemble parts in reverse order.

# **Exhaust System**

# **Spark Arrestor Screen**

Level 2.

Parts Required: Spark Arrestor Screen, Gasket



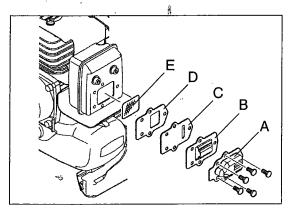
# NOTICE

Carbon deposits in muffler will cause a drop in engine output and overheating. Spark arrestor screen must be checked periodically.

- 1. Remove spark plug lead from spark plug, and remove engine cover.
- Remove spark arrestor cover (A), deflector (B), plate (C), gasket (D), and spark arrestor screen (E) from muffler. Replace screen if plugged with carbon deposits.

Note: When cleaning carbon deposits, be careful not to damage the catalytic element inside muffler.

- 3. Clean carbon deposits from muffler components.
- 4. Install spark arrestor screen, gasket, plate, deflector, and cover.
- 5. Loosely reassemble engine cover.
- 6. Tighten all screws securely.
- 7. Attach spark plug lead.

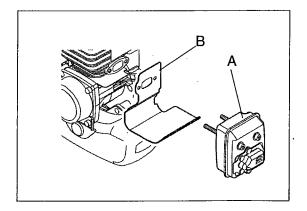


# **Exhaust Port Cleaning**

Level 2.

Parts Required: As needed: Heat Shield

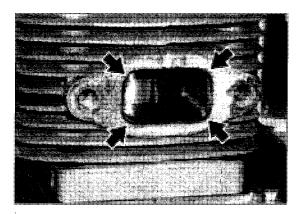
- 1. Remove spark plug lead from spark plug, and remove engine cover.
- 2. Place piston at top dead center. Remove muffler (A) and heat shield (B).
- 3. Use a wood or plastic scraping tool to clean deposits from cylinder exhaust port.



# **NOTICE**

Never use a metal tool to scrape carbon from the exhaust port. Do not scratch the cylinder or piston when cleaning the exhaust port. Do not allow carbon particles to enter the cylinder.

- 4. Inspect heat shield, and replace if damaged.
- 5. Install heat shield and muffler.
- 6. Tighten muffler mounting bolts (or nuts) to 70-80 kgf•cm (60-70 in•lbf).
- 7. Loosely reassemble engine cover.
- 8. Tighten all screws securely.
- 9. Attach spark plug lead.
- 10. Start engine, and warm to operating temperature.
- 11. Stop engine, and re-tighten mounting bolts (or nuts) to specifications.



# **Carburetor Adjustment**

# **Engine Break-In**

New engines must be operated a minimum duration of two tanks of fuel break-in before carburetor adjustments can be made. During the break-in period your engine performance will increase and exhaust emissions will stabilize. Idle speed can be adjusted as required.

# **High Altitude Operation**

This engine has been factory adjusted to maintain satisfactory starting, emission, and durability performance up to 1,100 feet above sea level (ASL) (96.0 kPa). To maintain proper engine operation and emission compliance above 1,100 feet ASL the carburetor <u>may</u> need to be adjusted by an authorized ECHO service dealer.

# NOTICE

If the engine is adjusted for operation above 1,100 feet ASL, the carburetor must be re-adjusted when operating the engine below 1,100 feet ASL, otherwise severe engine damage may result.

#### Level 2.

Parts Required: None

Note: Every unit is run at the factory and the carburetor is set in compliance with emission regulations.

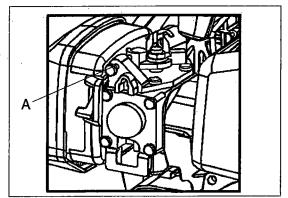
Carburetor adjustments, other than idle speed, must be performed by an authorized ECHO dealer.

Before adjustment make sure that:

- Air filter is clean and properly installed.
- Spark arrestor screen is free of carbon.
- Blower pipes are installed.



- 1. Start engine, run at idle for one minute.
- 2. Complete warm up by running at full throttle for 5 minutes, operating choke twice to clear air from carburetor chambers.
- 3. Check idle speed and reset if necessary. If a tachometer is available, idle speed screw (A) should be set to the specifications found on "Specifications" Page of this manual. Turn idle screw (A) clockwise to increase idle speed; counter clockwise to decrease idle speed.



# **TROUBLESHOOTING**

ENGINE PROBLEM TROUBLESHOOTING CHART								
Problem	Check	Status	Cause	Remedy				
Engine cranks - starts hard/ doesn't start	Fuel at carburetor	No fuel at carburetor	Fuel strainer clogged Fuel line clogged Carburetor	Clean or replace Clean or replace See your Echo dealer				
		No fuel at cylinder	Carburetor	See your Echo dealer				
	Fuel at cylinder,	Muffler wet with fuel	Fuel Mixture too rich	Open choke Clean/replace air filter See your Echo dealer				
	Spark at end of plug wire	No spark	Stop switch OFF Electrical problem Interlock switch	Turn switch to ON See your Echo dealer See your Echo dealer				
	Spark at plug	No spark	Spark gap incorrect Covered with carbon Fouled with fuel Plug defective	Adjust to 0.65mm (0.026 in.) Clean or replace Clean or replace Replace plug				
Engine runs, but dies or does not accelerate properly	Air filter	Air filter dirty	Normal wear	Clean or replace				
	Fuel filter	Fuel filter dirty	Contaminants/residues in fuel	Replace				
	Fuel vent	Fuel vent plugged	Contaminants/residues in fuel	es Clean or replace				
	Spark Plug	Plug dirty/worn	Normal wear	Clean and adjust or replace				
	Carburetor	Improper adjustment	Vibration	See Your Echo Dealer				
	Cooling System	Cooling system dirty/plugged	Extended operation in dirty/dusty locations	Clean				
	Spark Arrestor Screen	Spark arrestor screen plugged	Normal wear	Replace				
Engine does not crank	N/A	N/A	Internal engine problem	See your Echo dealer				
Engine runs, blower doesn't	Blower pipe	Pipe clogged	Build-up of debris	Unclog				
		Pipe loose	Vibration	Tighten				
work or is weak/uneven		Pipe damaged	Wear/Misuse	Replace				

# **A** DANGER

Fuel vapors are extremely flammable and may cause fire and/or explosion. Never test for ignition spark by grounding spark plug near cylinder plug hole, otherwise serious personal injury may result.

### **STORAGE**

During operation the muffler or catalytic muffler and surrounding cover become hot. Always keep exhaust area clear of flammable debris during transportation or when storing, otherwise serious property damage or personal injury may result.

## Long Term Storage (Over 30 Days)

Do not store your unit for a prolonged period of time (30 days or longer) without performing protective storage maintenance which includes the following:

1. Store unit in a dry, dust free place, out of the reach of children.

#### **A** DANGER

Do not store in enclosure where fuel fumes may accumulate or reach an open flame or spark.

- Place the stop switch in the "OFF" position.
- 3. Remove accumulation of grease, oil, dirt and debris from exterior of unit.
- 4. Perform all periodic lubrication and services that are required.
- 5. Tighten all the screws and nuts.
- 6. Drain fuel tank completely. Press purge bulb 6 -7 times to remove remaining fuel from carburetor then drain the tank again. Close choke, start and run the engine until it stops due to lack of fuel.
- 7. Allow engine to cool then remove the spark plug and pour 7 cc (1/4 oz.) of fresh, clean, two-stroke engine oil into the cylinder through the spark plug hole.
- 8. Pull the recoil starter handle 2-3 times to distribute the oil inside the engine.
- 9. Observe the piston location through the spark plug hole. Pull the recoil handle slowly until the piston reaches the top of its travel and leave it there.
- 10. Install the spark plug (do not connect ignition cable).
- 11. Remove blower pipe assembly from unit.



## **SPECIFICATIONS**

MODEL	PB-250 LN
Length	230 mm (9.1 in.) ( w/o pipes)
Width	330 mm (13.0 in.)
Height	345 mm (13.6 in.)
Weight (dry)	4.0 kg (8.8 lb.)
Engine Type	Air cooled, two-stroke, single cylinder gasoline engine
Bore	34.0 mm (1.34 in.)
Stroke *	28.0 mm (1.1 in.)
Displacement	25.4 cc (1.55 cu. in.)
Exhaust	Spark arrestor muffler or spark arrestor muffler with catalyst
Carburetor	Diaphragm w/purge pump
Ignition System	Flywheel magneto, capacitor discharge ignition type
Spark Plug	NGK BPM-8Y Gap 0.65 mm (0.026 in.)
Fuel	Mixed (Gasoline and Two-stroke Oil)
Fuel/Oil Ratio	50 : 1 Power Blend X <sup>™</sup> or ECHO Red Armor® ISO-L-EGD (ISO/CD 13738) and J.A.S.O. M345- <u>FD</u> , two-stroke, air-cooled engine oil.
Gasoline	Use 89 Octane unleaded. Do not use fuel containing methyl alcohol, more than 10% ethyl alcohol or 15% MTBE. Do not use alternative fuels such as E-15 or E-85.
Oil	Power Blend X <sup>™</sup> or ECHO Red Armor® Premium Universal 2-Stroke Oil
Fuel Tank Capacity	0.47 lit. (15.9 US fl. oz.)
Starter System	Automatic Recoil Starter, centrifugal type
Idle Speed	3,000 RPM
Wide Open Throttle Speed (W.O.T.)	7,100 RPM
Average Air Speed w/pipes (MPH)	61.24 m/sec (137 mph)
Maximum Air Speed w/pipes (MPH)	73.76 m/sec (165 mph)
Air Volume	11.07 m³/min. (391 cu. ft./min.)
Sound Level at 50 ft. dB(A) scale per ANSI B175.2	65 dB(A)

## WARRANTY STATEMENTS

#### ECHO LIMITED WARRANTY STATEMENT FOR PRODUCT SOLD IN USA AND CANADA BEGINNING 01/01/2010

#### ECHO'S RESPONSIBILITY

ECHO Incorporated's Limited Warranty, provides to the <u>original</u> purchaser that this ECHO product is free from <u>defects in material and workmanship</u>. Under normal use and maintenance from date of purchase, ECHO agrees to repair or replace at ECHO's discretion, any defective product free of charge at any authorized ECHO servicing dealer within listed below application time periods, limitations and exclusions. THIS LIMITED WARRANTY IS ONLY APPLICABLE TO ECHO PRODUCTS SOLD BY AUTHORIZED ECHO DEALERS. IT IS EXTENDED TO THE ORIGINAL PURCHASER ONLY, AND IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS EXCEPT FOR EMISSION RELATED PARTS. Repair parts and accessories replaced under this warranty are warranted only for the balance of the original unit or accessory warranty period. Any damage caused by improper installation or improper maintenance is not covered by this warranty. All parts or products replaced under warranty become the property of ECHO, Inc. This warranty is separate from the Emission control warranty statement supplied with your new product. Please consult the Emission Control Warranty Statement for details regarding emission related parts. For a list of Authorized ECHO Dealers refer to WWW.ECHO-USA.COM or call 1-800-432-ECHO.

#### OWNER'S RESPONSIBILITY

To ensure trouble free warranty coverage it is important that you register your ECHO equipment on-line at <u>WWW.ECHO-USA.COM</u> or by filling out the warranty registration card supplied with your unit. Registering your product confirms your warranty coverage and provides a direct link if we find it necessary to contact you.

The owner shall demonstrate reasonable care and use, and follow preventative maintenance, storage, fuel and oil usage as prescribed in the operator's manual. Should a product difficulty occur, you must, at your expense, deliver or ship your ECHO unit to an authorized ECHO servicing dealer for warranty repairs (within the applicable warranty period), and arrange for pick-up or return of your unit after the repairs have been made. For your nearest authorized ECHO servicing dealer, call ECHO's Dealer Referral Center, at 1-800-432-ECHO or you can locate an ECHO servicing dealer at <u>WWW.ECHO-USA.COM</u>. Should you require assistance or have questions concerning ECHO's Warranty<sup>h</sup>Statement, you can contact our Consumer Product Support Department at 1-800-673-1558 or contact us through the web at <u>WWW.ECHO-USA.COM</u>.

#### PRODUCT WARRANTY PERIOD

#### HOMEOWNER APPLICATION

5 YEAR WARRANTY - All units for homeowner, or non-income producing use will be covered by this limited warranty for five (5) years from date of purchase.

#### **EXCEPTIONS:**

- For two-stroke engine powered products, the electronic ignition module, flexible drive cables, SRM solid drive shafts, and TC tines are warranted for the life\* of the product on parts only.
- Cutting attachments such as, but not limited to, bars, chains, sprockets, blades, and nylon trimmer heads for homeowner or nonincome producing use will be covered for failures due to defects in material or workmanship for a period of 60 days from original product purchase date. Any misuse from contact with concrete, rocks, or other structures is not covered by this warranty.
- ECHO's Rapid Loader String Head carries a lifetime warranty on the line locking system, parts only; no labor. Refer to your operator's manual for string head installation and maintenance instructions.
- All SB-Series and PRO ATTACHMENT SERIES Split Shaft attachments carry the same warranty duration as the units they are designed to fit.

#### COMMERCIAL APPLICATION

- 1 YEAR WARRANTY All Chain Saws, QuikVent Saws, and Cut-Off Saws for commercial, institutional, agricultural, industrial, or income producing use will be covered by this limited warranty for one (1) year from the date of purchase.
- 2 YEAR WARRANTY All other units for commercial, institutional, agricultural, industrial, or income producing use will be covered by this limited warranty for two (2) years from the date of purchase.

- . For two-stroke engine powered products, the electronic ignition module, flexible drive cables, SRM solid drive shafts and TC tines, are warranted for the life\* of the product on parts only.
- Cutting attachments such as, but not limited to, bars, chains, sprockets, blades, and nylon trimmer heads for commercial, institutional, agricultural, industrial, rental, or income producing will be covered for failures due to defects in material or workmanship for a period of 30 days from original product purchase date. Any misuse from contact with concrete, rocks, or other structures is not covered by this warranty.
- ECHO's Rapid Loader String Head carries a lifetime warranty on the line locking system, parts only, no labor. Refer to your operator's manual for string head installation and maintenance instructions.
- All SB-Series and PRO ATTACHMENT SERIES Split Shaft attachments carry the same warranty duration as the units they are designed to fit.

#### **RENTAL APPLICATION - 90 DAYS WARRANTY**

- Units for rental use will be covered against defects in material and workmanship for a period of 90 days from the date of purchase.
- ECHO's liability under the "Lifetime" coverage is limited to furnishing parts specified under the PRODUCT WARRANTY PERIOD section of this warranty statement for "Life" free of charge for a period of ten (10) years after the date of the complete unit's final production.



ECHO does not offer an over the counter exchange program. Any ECHO product re-built other than by ECHO or sold through an unauthorized dealer, or an unauthorized outlet store, is sold without ECHO's limited warranty coverage. The ECHO Limited Warranty coverage is extended to the <u>original purchaser only</u>, and is not transferable except for emission related parts. Repair parts and accessories replaced under this warranty are warranted only for the balance of the original unit or accessory warranty period. Any damage caused by improper installation or improper maintenance is not covered by this warranty. All parts or products replaced under warranty become the property of ECHO.

#### PURCHASED REPAIR PARTS, SHORT BLOCKS AND ACCESSORIES

- · 90-day homeowner, or non-income producing warranty
- · 30-day commercial, institutional, agricultural, industrial, income producing, or rental application warranty

#### ATTENTION TWO-STROKE ENGINE POWER PRODUCT OWNERS

This ECHO two-stroke engine power product is a quality-engineered unit which has been manufactured to exact tolerances to provide superior performance. To help ensure the performance of the unit, it is <u>required</u> to use two-stroke oil which meets the ISO-L-EGD Standard per ISO/CD 13738 and JASO M345FD Standards. <u>ECHO Power Blend<sup>TM</sup> Two-Stroke Oil</u> is a premium two-stroke oil specifically formulated to meet ISO-L-EGD (ISO/CD 13738) and JASO M345FD Standards. The use of two-stroke oils designed for other applications, such as for outboard motors or lawnmowers can result in severe engine damage, and will void your two-stroke engine limited warranty.

#### THIS WARRANTY DOES NOT COVER DAMAGE CAUSED BY:

- Lack of lubrication or engine failure, due to the use of two-stroke oils that do not meet the ISO-L-EGD (ISO/CD 13738) and JASO M345FD Standards. Engine problems due to inadequate lubrication caused by failure to use an ISO-L-EGD compliant and JASO M345FD registered oil, will void the two-stroke engine limited warranty. ECHO Power Blend™ Two-Stroke Oil meets the ISO-L-EGD and JASO M345FD Standard. Emission related parts are covered for 5 years homeowner use or 2 years commercial use regardless of two-stroke oil used, per the statement listed in the EPA or California Emission Defect Warranty Explanation.
- Damage caused by use of gasohol, containing methanol (wood alcohol), or gasoline containing less than 89 octane. Only use gasoline which contains 89 octane or higher. Gasohol which contains a maximum 10% ethanol (grain alcohol) or 15% MTBE (methyl/tertiary/butyl/ether) is also approved. The prescribed mixing ratio of gasoline to oil is listed on the ECHO oil label and covered in your operator. In manual.
- Engine damage caused by use of ether or any starting fluids.
- Damage caused by tampering with engine speed governor or emission components, or running engines above specified and recommended
  engine speeds as listed in your operator's manual.
- Operation of the unit with improperly maintained/removed cutting shield or removed/damaged air filter.
- Damage caused by dirt, pressure or steam cleaning the unit, salt water, corrosion, rust, varnish, abrasives, and moisture.
- Defects, malfunctions or failures resulting from abuse, misuse, neglect, modifications, alterations, normal wear, improper servicing, or use
  of unauthorized attachments.
- Incorrect storage procedures, stale fuel, including failure to provide or perform required maintenance services as prescribed in the operator's manual. Preventative maintenance as outlined in the operators manual is the <u>customer's responsibility</u>.
- Failures due to improper set-up, pre-delivery service or repair service by anyone other than authorized ECHO servicing dealer during the warranty period.
- Certain parts and other items are not warranted, including but not limited to: lubricants, starter cords, and engine tune-ups.
- Use of spark plugs other than those meeting performance and durability requirements of the OEM spark plug listed in the Operator's

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  \*\*Table 1.5\*\*

  \*\*Table 2.5\*\*

  \*\*Table 3.5\*\*

  \*\*Table 3.
- Overheating or carbon scoring failures due to restricted, clogged exhaust port or combustion chamber, including damage to spark arrester screen
- Adjustments after the first (30) thirty days and beyond, such as carburetor adjustment and throttle cable adjustment.
- Damage to gears or gear cases caused by contaminated grease or oil, use of incorrect type or viscosity of lubricants, and/or failure to comply with recommended grease or oil change intervals.
- Damage caused by loading SHRED 'N' VAC® beyond recommended capacity
- Damage caused by pump or sprayer running dry, pumping or spraying caustic or flammable materials, or lack of or broken strainers.
- Additional damage to parts or components due to continued use after operational problem or failure occurs. Should operational problem or failure occur, the product should not be used, but delivered <u>as is</u> to an authorized ECHO servicing dealer.

It is a dealer's and/or customer's responsibility to complete and return the warranty registration card supplied with your ECHO product or by visiting <a href="https://www.ECHO-USA.COM"><u>WWW.ECHO-USA.COM</u></a>. Your receipt of purchase including date, model and serial number must be maintained and presented to an authorized ECHO servicing dealer for warranty service. <a href="https://www.echo-usa.com/prof-of-purchase-rests-solely-with-the-customer."><u>Proof of purchase rests-solely-with-the-customer.</u></a>. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so you may also have other specific legal rights which vary from state to state. This limited warranty is given by ECHO Incorporated, 400 Oakwood Rd., Lake Zurich, IL 60047.

#### **DISCLAIMER OF IMPLIED WARRANTIES**

This limited warranty is in lieu of all other expressed or implied warranties, including any warranty of FITNESS FOR A PARTICULAR PURPOSE OR USE and any implied warranty of **MERCHANTABILITY** otherwise applicable to this product. ECHO and its affiliated companies shall not be liable for any special incidental or consequential damage, including lost profits. There are no warranties extended other than as provided herein. This limited warranty may be modified only by ECHO.

99922201032 11/18/2011



**NOTES** 



## **PRODUCT REGISTRATION**

#### Thank you for choosing ECHO Power Equipment

Please go to <a href="http://www.echo-usa.com/Warranty/Register-Your-ECHO">http://www.echo-usa.com/Warranty/Register-Your-ECHO</a> to register your new product on-line. It's *FAST* and *EASY*! NOTE: your information will never be sold or misused by ECHO, Inc. Registering your purchase enables us to contact you in the unlikely event of a service update or product recall, and verifies your ownership for warranty consideration.

If you do not have access to the Internet, you can complete the form below and mail to:

ECHO Inc., Product Registration, PO Box 1139, Lake Zurich IL 60047.

ONLINE OPTION: Register online and save a stamp! You will be alerted of product updates and/or be sent new ECHO product information and special offers. Simply go to:	ave a stampi You will se seni new ECHO rrs. Simply go to:	OPCJON POR INTERNET: ¡Registrees en la pagina web y ahorre una estampilal. Le alertaria sotre extualizzooreas del producto yiú se le envivar alformabolo sotre los nuevos productos ECHO y les ofertas especiales. Simplemente visites www.echo-usa.com		OPTION EN LIGNE: Enragister en ligne el épargner un finheir Volus serez riforme sur les nouveaux produits ECHO et les mises à four de produit lainsi que les crifres spéciales. Simplément visitez les www.acho-usa.com	ne el épargner un aux produtts ECHO es offres spéciales. o-usa.com
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**NOTES** 





ECHO, INCORPORATED 400 Oakwood Road Lake Zurich, IL 60047 www.echo-usa.com

## ECHO INCORPORATED EMISSION CONTROL WARRANTY STATEMENT FOR ECHO AND SHINDAIWA BRANDS

The Environmental Protection Agency (EPA) and the California Air Resources Board (C.A.R.B.) and ECHO Incorporated (ECHO Inc.) are pleased to explain the emission control system warranty on your 2015 and later equipment/small off-road engine (SORE). New equipment/SORE must be designed, built and equipped to meet stringent EPA and C.A.R.B. anti-smog standards. ECHO Inc. must warrant the emission control system on your equipment/SORE for the periods of time listed below, provided there has been no abuse, neglect or improper maintenance of your equipment/SORE. Your emission control system may include parts such as: carburetor, fuel-injection system, ignition system, catalytic converter/muffler, fuel tank, fuel feed lines, fuel cap assembly, spark plug, air filters, and other associated components. Where a warrantable condition exists, ECHO Inc will repair your equipment/SORE at no cost to you including diagnosis, parts and labor. The Emission Control System warranty is extended to the original owner including all subsequent owners.

#### **MANUFACTURER'S WARRANTY COVERAGE:**

The emission control system is warranted for 2 years or the length of the ECHO Inc. warranty, whichever is longer. If any emission-related part on your equipment is defective, the part will be repaired or replaced by ECHO Inc. or its Authorized Service Representative.

#### OWNER'S WARRANTY RESPONSIBILITIES:

As the equipment/SORE owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. ECHO Inc. recommends that you retain all receipts covering maintenance on your equipment/SORE however, ECHO Inc. cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance. As the equipment/SORE owner, you should be aware that ECHO Inc. may deny you warranty coverage if your equipment/SORE or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your equipment/SORE to an ECHO Inc. authorized service representative as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If a warrantable condition exists and there is no Authorized Dealer within 100 miles, ECHO Inc. will pay to ship the unit to the nearest authorized dealer. If you have questions regarding your warranty coverage, you should contact ECHO Inc. at 1-800-673-1558, web site WWW.ECHO-USA.COM or contact Shindaiwa at 1-877-986-7783, web site WWW.SHINDAIWA.COM.

#### WHAT DOES THIS WARRANTY COVER?

ECHO Inc. warrants that your equipment/SORE was designed, built and equipped to conform with applicable EPA and C.A.R.B. emissions standards and that your equipment/SORE is free from defects in material and workmanship that would cause it to fail to conform with applicable requirements for 2 years or the length of the ECHO Inc. warranty, whichever is longer. The warranty period begins on the date the product is purchased by an end user.

#### HOW WILL A COVERED PART BE CORRECTED?

If there is a defect in a part covered by this warranty, any ECHO Inc. Authorized Service Dealer will correct the defect. You will not have to pay anything to have the part adjusted, repaired or replaced. This includes any labor and diagnosis for warranted repairs performed by the dealer. In addition, engine parts not expressly covered under this warranty but whose failure is a result of a failure of a covered part will be warranted.

#### WHAT PARTS ARE COVERED?

Any applicable emission related part not scheduled for "required maintenance" will be repaired or replaced within the warranty period. The repaired or replaced part will be warranted for the remaining ECHO Inc. warranty period.

Any warranted part that is scheduled only for regular inspection in the written instructions supplied is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining ECHO Inc. warranty period.

Any emission related part scheduled for replacement during "required maintenance" is warranted for the period of time prior to the first scheduled replacement point for that part. Any such part repaired or replaced under warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for that part.

Any manufacturer-approved replacement part may be used in the performance of any warranty maintenance or repairs on emission related parts, and must be provided without charge if the part is still under warranty.

Any replacement part that is equivalent in performance and durability may be used in non-warranty maintenance or repairs, and shall not reduce the warranty obligations of the manufacturer.

Throughout the equipment/SORE warranty period, ECHO Inc. will maintain a supply of warranted parts sufficient to meet the expected demand for such parts.

#### SPECIFIC EMISSION RELATED WARRANTED PARTS:

- · Electronic Ignition System
- Catalytic Converter / Muffler Assembly
- Choke
- Fuel Tank
- · Air Filter

- Spark Plug
- Carburetor (complete assembly or replaceable components)
- Fuel-Injection Assembly (or replaceable components)
- Fuel Cap Assembly
- Fuel Feed Line (and associated clamps/connectors as applicable)

#### WHAT IS NOT COVERED?

Any failure caused by abuse, neglect, improper maintenance, unapproved modifications, use of unapproved add-on parts/modified parts or unapproved accessories.

This Emission Control Warranty is valid only for the U.S.A., it's Territories, and Canada.

X7562270100 01/2015

#### WHITE JONES HARDWARE STORE #03344/PRUITT SHP.CTR. (864) 225-1600

ACE
"THE HELPFUL PLACE"

SALES RECEIPT IS REQUIRED FOR RETURNS NO REFUNDS OR EXCHANGES—AFTER 90 DAYS 6/05/15 1:08PM JCS 571 SALE

744410 1 EA \$149.99 EA
ECHO HAND HELD BLOWER 25CC \$149.99
Regular Price: 169.99
You Saved: 20.00
Serial#P42814049033

SUB-TOTAL: 274.98 TAX: 19.25 TOTAL: 294.23 BC AMT: 294.23

BK CARD#:

ID: (b) (6)
AUTH: 565212

AUTH: 565212 AMT: 294.23 Host reference #:630794 Bat#0203

TransactionID: 003292744989773

TRANS TYPE: PURCHASE PAYMENT TYPE: Credit Card

SWIPED CARD TYPE

Txnii)/ValCode: 003292744989773

==>> JRNL#G30794/2 CUST # \*2

<<==



Acct: CASH CUSTOMER



## 

Once you purchase power equipment from our store, the below return policy applies.

Product can't be returned to the store once gas and oil have been put in the machine. Please make sure you are satisfied with your purchase and are buying the piece of equipment that best fits your needs before leaving the store.

All service and warranty issues must be handled through your authorized service center so a proper diagnosis can be done on your product.

You, the consumer, are responsible for proper maintenance and use of your equipment to ensure that the maintagturer's specified warranty is not voided.

This return policy applies to all gas powered equipment such as: tiller's, edger's, mowers, tractor's, generators, chainsaws, snow blower's and other gas powered chore equipment.

# RICHARDSON, PATRICK, LLC WESTBROOK & BRICKMAN

Jena L. Borden (L& Moonly) • James C. Bradley • Michael J. Brickman • Nina Fields Britt Elizabeth Middleton Burke • J. David Butler • Aaron R. Dias • D. Charles Dukes Jerry Hudson Evans • H. Blair Hahn • Daniel S. Haltiwanger • Gregory A. Lofstead Christiaan A. Marcum • Katie McElveen • Christopher J. Moore • Matthew A. Nickles Karl E. Novak • Misty Black O'Neal • Kimberly Keevers Palmer • Charles W. Patrick, Jr. Terry E. Richardson, Jr. • Thomas D. Rogers • A. Hoyt Rowell, III • Brady R. Thomas T. Christopher Tuck • James L. Ward, Jr. • Edward J. Westbrook • Kenneth J. Wilson Robert S. Wood • Of Counsel: Gordon C. Rhea (CA, DC & USVI only) David L. Suggs (MN & NY only)

DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863 EMAIL: <u>dhaltiwanger@rpwb.com</u>

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Generac Power Systems and Amazon.com, Inc. for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), <sup>1</sup> intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Generac Power Systems and its affiliated entities ("Generac") and Amazon.com, Inc. (collectively "the proposed Defendants") for numerous violations of the CAA.

Generac is a privately held American corporation founded in 1959 that manufactures lawn care equipment and uses the brand Generac. Generac is headquartered in Wisconsin. Generac sells engines from manufacturers such as LONCIN. *See* http://yosemite.epa.gov/opa/admpress.nsf/ab2d81eb088f4a7e8 5257359003f5339/aea0c3d8c72e63ec8525798200581899!OpenDocument. Unfortunately, it appears that while Generac promotes itself as environmentally friendly, it does not meet all of its obligations under the CAA.

Amazon.com, Inc. is an American electronic commerce company with headquarters in Seattle, Washington. It is the largest Internet-based retailer in the United States. It sells a large inventory of items including Generac generators.

#### LEGAL AUTHORITY

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

#### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. *See also* 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of the Generac warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained Generac ix800 generator from Amazon.com. Below we have detailed the most significant violations that we have discovered.

As an initial matter, the Generac warranty is not included in the owner's manual but rather two documents are found separate and apart in the box. This configuration violates 40 C.F.R. § 1054.120(e) that requires manufacturers to:

Describe <u>in the owners manual</u> the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining warranty service consistent with the requirements of paragraph (f) of this section.

(Emphasis added). By not being part of the owner's manual, the warranties are subject to being misplaced or lost.

#### 1. Generac Power Systems "Two Year" Limited Warranty for iX Series Portable Generators

This warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Generac warranty does not include the required language. Worse, the warranty states: "Generac will, at its discretion, repair or replace any part that, upon examination, inspection and testing by Generac or a Generac Authorized Warranty Service Dealer, is found to be defective....Any equipment that the purchaser/owner claims to be defective must be returned to and examined by the nearest Generac Authorized Warranty Service Dealer." Also, the warranty later states: "This warranty shall not apply to the following: Generac portable generators that utilize non-Generac replacement parts. ...Repairs or diagnostics performed by individuals other than Guardian/Generac authorized dealers not authorized in writing by Generac Power Systems."

Generac's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Generac authorized dealers and parts is a clear violation of the regulation.

Generac's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Generac warranty does not provide the required email address to assist in arranging warranty repairs.

Generac's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. The warranty purports to limit the warranty period when the product is used commercially to 6 months. Such "commercial" limitations are not provided for in the CAA.

Generac warranty also violates 40 C.F.R. § 120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

(1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.

(2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The Generac warranty states that the warranty is limited to the original purchaser

Generac warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Generac owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Additionally, the Generac warranty fails to provide a complete list of the components required to be covered by the CAA found in 40 C.F.R. § 1068 Appendix I. By not providing a complete list of covered parts, an owner might incorrectly believe that an emissions component is not covered.

#### 2. Exhaust Emission Control System Warranty

Generac may argue that this warranty is in addition to the warranty offered "Two Year" Limited Warranty for iX Series Portable Generators and meets its CAA obligations. However, this ECS Warranty is also deficient in a number of ways. Additionally, the "Two Year" Limited Warranty states the following:

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY GENERAC POWER SYSTEMS MAKES NO OTHER WARRANTIES AS TO THE MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

On its face, this language contradicts existence of the Emission Control System Warranty provided separately from the owner's manual and someone reading this warranty first would not know that the unattached emissions control warranty existed.

This ECS warranty also violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Generac ECS warranty does not include the required language. Worse, the warranty states: "(4) Repair or replacement of any warranted, emissions-related part under this ECS Warranty shall be performed at no charge to the owner at a Generac Authorized Warranty Service Facility. (5) Notwithstanding the provisions of subsection (4) above, warranty services or repairs must be provided at Generac Authorized Service Facilities." And later, "You are responsible for contacting a Generac Authorized Warranty Dealer as soon as a

problem occurs." And also, "Warranty service can be performed only by a Generac Authorized Warranty Service Facility."

Generac's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized Generac facilities is a clear violation of the regulation.

Generac also does not include the required language at 1068.115 B (6) for warranty denials: "The use of any fuel that is commonly available where the equipment operates unless your written maintenance instructions state that this fuel would harm the equipment's emission control system and operators can readily find the proper fuel." (Emphasis added).

Additionally, the ECS warranty provides an incomplete list of the components required to be covered by the CAA. The warranty provides only a partial list of the emissions related components found in 40 C.F.R. § 1068 Appendix I. By providing an incomplete list of covered parts, an owner might incorrectly believe that an emissions component is not covered.

#### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like Generac that engage in the CAA violations alleged above with products intended for the U.S. market. *See* 42 U.S.C. § 7401(b). By pursuing Generac and Amazon, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendant's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Generac's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by these proposed Defendants. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

#### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Van Hales

Cc: Aaron Jagdfeld, president and CEO Generac
Raj Kanuru SR VP Gen Counsel Generac
Jeff Bezos, President, Amazon
David Zapolsky, General Counsel, Amazon
Evan Belser, EPA, Air Enforcement Division
SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201
SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

#### Warranty

## CALIFORNIA AND U.S. EPA EXHAUST EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resource Board (CARB) and the United States Environmental Protection Agency (EPA), together with Generac Power Systems, Inc. (Generac) are pleased to explain the Emission Control System Warranty (ECS Warranty) on your new 2014 equipment. New equipment that use small spark-ignited engines must be designed, built, and equipped to meet stringent anti-smog standards for the state of California and the federal government. Generac will warrant the exhaust emission control system on your equipment for the period of time listed below provided there has been no abuse, neglect, unapproved modification or improper maintenance of your equipment.

The exhaust emission control system on this equipment includes all components whose failure would increase the exhaust emissions of any regulated pollutant. These components are listed in the Emissions Information section of this manual.

#### **MANUFACTURER'S WARRANTY COVERAGE:**

This ECS Warranty is valid for two years, or for the same period as specified in the Generac Limited Warranty, whichever is longer. For equipment with hour meters, the warranty period is a number of hours equal to half the Useful Life to which the equipment is certified, or the warranty period specified above in years, whichever is less. The Useful Life can be found on the Emission Control Label on the engine. If, during such warranty period, any emission-related part on your equipment is found to be defective in materials or workmanship, repairs or replacement will be performed by a Generac Authorized Warranty Service Dealer.

#### **OWNER'S WARRANTY RESPONSIBILITIES:**

As the equipment owner, you are responsible for the completion of all required maintenance as listed in your factory supplied Owner's Manual. For warranty purposes, Generac recommends that you retain all receipts covering maintenance on your generator, but Generac cannot deny warranty solely due to the lack of receipts.

You should be aware that Generac may deny any and/or all warranty coverage or responsibility if your equipment, or a part/component thereof, has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

You are responsible for contacting a Generac Authorized Warranty Dealer as soon as a problem occurs. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

Warranty service can be arranged by contacting either your selling dealer or a Generac Authorized Warranty Service Dealer. To locate the Generac Authorized Warranty Service Dealer nearest you, call our toll free number below, or email emissions@generac.com.

#### 1-800-333-1322

**IMPORTANT NOTE:** This warranty statement explains your rights and obligations under the Emission Control System Warranty, which is provided to you by Generac pursuant to federal law. See also the "Generac Limited Warranties for Generac Power Systems, Inc.," which is enclosed herewith on a separate sheet, also provided to you by Generac. Note that this warranty shall not apply to any incidental, consequential or indirect damages caused by defects in materials or workmanship or any delay in repair or replacement of the defective part(s). This warranty is in place of all other warranties, expressed or implied. Specifically, Generac makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties allowed by law shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

The ECS Warranty applies only to the emission control system of your new equipment. Both the ECS Warranty and the Generac Warranty describe important rights and obligations with respect to your new engine.

Warranty service can be performed only by a Generac Authorized Warranty Service Facility. When requesting warranty service, evidence must be presented showing the date of the sale to the original purchaser/owner.

If you have any questions regarding your warranty rights and responsibilities, you should contact Generac at the following address:

ATTENTION WARRANTY DEPARTMENT GENERAC POWER SYSTEMS, INC. P.O. BOX 297 • WHITEWATER, WI 53190

Part 1 of 2

#### Warranty

#### **EXHAUST EMISSION CONTROL SYSTEM WARRANTY**

Exhaust Emission Control System Warranty (ECS Warranty) for equipment using small spark-ignited engines:

- (a) Applicability: This warranty shall apply to equipment that uses small off-road engines. The ECS Warranty period shall begin on the date the new equipment is purchased by/delivered to its original, end-use purchaser/owner and shall continue for the lesser of:
  - (1) The period of time specified in the Generac Limited Warranty enclosed herewith, but not less than 24 months, or
  - (2) For engines equipped with hour meters, a number of operating hours equal to half of the engine's useful life. The useful life is specified on the Emissions Control Label on the engine.
- (b) General Emissions Warranty Coverage: Generac warrants to the original, end-use purchaser/owner of the new engine or equipment and to each subsequent purchaser/owner that the ECS when installed was:
  - (1) Designed, built and equipped so as to conform with all applicable regulations; and
  - (2) Free from defects in materials and workmanship which cause the failure of a warranted part at any time during the ECS Warranty Period.
- (c) The warranty on emissions-related parts will be interpreted as follows:
  - (1) Any warranted part that is not scheduled for replacement as required maintenance in the Owner's Manual shall be warranted for the ECS Warranty Period. If any such part fails during the ECS Warranty Period, it shall be repaired or replaced by Generac according to Subsection (4) below. Any such part repaired or replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period.
  - (2) Any warranted part that is scheduled only for regular inspection as specified in the Owner's Manual shall be warranted for the ECS Warranty Period. A statement in the Owner's Manual to the effect of "repair or replace as necessary" shall not reduce the ECS Warranty Period. Any such part repaired or replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period.
  - (3) Any warranted part that is scheduled for replacement as required maintenance in the Owner's Manual shall be warranted for the period of time prior to first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part shall be repaired or replaced by Generac according to Subsection (4) below. Any such emissions-related part repaired or replaced under the ECS warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for that part.
  - (4) Repair or replacement of any warranted, emissions-related part under this ECS Warranty shall be performed at no charge to the owner at a Generac Authorized Warranty Service Facility.
  - (5) Notwithstanding the provisions of subsection (4) above, warranty services or repairs must be provided at Generac Authorized Service Facilities.
  - (6) When the engine is inspected by a Generac Authorized Warranty Service Facility, the purchaser/owner shall not be held responsible for diagnostic costs if the repair is deemed warrantable.
  - (7) Throughout the ECS Warranty Period, Generac shall maintain a supply of warranted emission-related parts sufficient to meet the expected demand for such parts.
  - (8) Any Generac authorized and approved emission-related replacement parts may be used in the performance of any ECS Warranty maintenance or repairs and will be provided without charge to the purchaser/owner. Such use shall not reduce Generac ECS Warranty obligations.
  - (9) No modifications, other than those explicitly approved by Generac, may be made to the generator. Unapproved modifications void this ECS Warranty and shall be sufficient ground for disallowing an ECS Warranty claim.
  - (10) Generac shall not be held liable hereunder for failures of any non-authorized replacement parts, or failures of any authorized parts caused by the use of non-authorized replacement parts.

## EXHAUST EMISSION RELATED PARTS MAY INCLUDE THE FOLLOWING (IF EQUIPPED):

- 1) FUEL METERING SYSTEM
  - A. CARBURETOR AND INTERNAL PARTS
  - B. REGULATOR (GASEOUS FUELS)
- 2) AIR INDUCTION SYSTEM
  - A. INTAKE MANIFOLD
  - B. AIR FILTER

- 3) IGNITION SYSTEM
  - A. SPARK PLUGS
  - B. IGNITION COILS / MODULE
- 4) AIR INJECTION SYSTEM
  - A. PULSE AIR VALVE
- 5) EXHAUST SYSTEM
  - A. CATALYST
  - **B. EXHAUST MANIFOLD**

#### Garantie

#### GARANTIE DE CONTRÔLE DES ÉMISSIONS D'ÉCHAPPEMENT EPA DES ÉTATS-UNIS ET DE LA CALIFORNIE VOS DROITS ET OBLIGATIONS DE GARANTIE

Le conseil California Air Resource Board (ci-après CARB) et l'Agence pour la Protection de l'Environnement américaine (ci-après dénommée EPA) et la société Generac Power Systems, Inc. (ci-après dénommée Generac) sont heureux de vous expliquer la Garantie du Système de Contrôle des Émissions (garantie du SCE) pour votre nouvel équipement 2014. Le nouvél équipement utilise des petits moteurs à allumage commandé doivent être conçus, construits et équipés dans le respect des normes nationales rigoureuses en matière de pollution pour le gouvernement fédéral et l'État de la Californie. Generac garantie le système de contrôle des émissions d'échappement de votre équipement pour la période énoncée ci-dessous advenant qu'il n'y ait pas eu d'abus, négligence, une modification non approuvée o una maintenance inappropriée de votre équipement.

Le système de contrôle des émissions d'échappement de cet équipement comprend tous les composants dont une défaillance augmenterait les émissions d'échappement de tout polluant régulé. Ces composants sont indiqués à la liste de la section Information sur les émissions de ce manuel.

#### **COUVERTURE DE GARANTIE DU FABRICANT:**

La garantie SCE est valide pour deux ans, ou pour la même période que celle indiquée à la garantie limitée Generac, la période la plus longue s'appliquant. Pour l'équipement muni d'horomètres, la période de garantie est un nombre d'heures égal à la moitié de la vie utile pour laquelle l'équipement est certifié, ou la période de garantie indiquée ci-dessus en années, la période la plus courte s'appliquant. La vie utile est indiquée sur l'étiquette de contrôle des émissions sur le moteur. Si un composant ou système de votre équipement relatif aux émissions comporte une pièce défectueuse ou présente un défaut de fabrication pendant la durée de la garantie, les réparations ou remplacements de pièces seront effectués par un dépositaire d'entretien de garantie agréé par Generac.

#### RESPONSABILITÉS DE GARANTIE DU PROPRIÉTAIRE :

En tant que propriétaire de la génératrice, vous êtes responsable de la réalisation de toute la maintenance nécessaire telle que listée dans le manuel d'entretien qui vous a été remis par l'usine. Aux fins de la garantie, Generac vous recommande de conserver tous les reçus relatifs à la maintenance effectuée sur votre génératrice, mais Generac ne peut pas refuser la garantie uniquement en raison de la non-présentation des reçus.

Vous devez cependant savoir que Generac pourra refuser tout et / ou partie de la couverture de la garantie ou de la responsabilité si votre appareil et / ou toute pièce de celle-ci ne fonctionne plus du fait d'un usage abusif, d'une négligence, d'une mauvaise maintenance ou de modifications non approuvées.

Vous êtes chargé de contacter un dépositaire de garantie agréé par Generac dès qu'un problème se présente. Les réparations effectuées dans le cadre de la garantie devront être faites dans une période raisonnable, inférieure à 30 jours.

Le service de garantie peut être organisé en contactant votre dépositaire ou un dépositaire de service de garantie agréé par Generac. Pour connaître le dépositaire de service de garantie agréé par Generac situé le plus près, appeler notre numéro ci-dessous, ou envoyer un courrier à emissions@generac.com.

#### 1-800-333-1322

REMARQUE IMPORTANTE: Cet énoncé de garantie explique vos droits et obligations dans le cadre de la garantie du Système de Contrôle des Émissions qui vous est fournie par Generac conformément au droit de l'État fédéral. Consulter également les « Garanties limitées de Generac pour Generac Power Systems, Inc. » jointes au présent document sur un feuillet séparé, qui vous est également remis par Generac. Veuillez noter que la présente garantie ne s'applique pas aux dommages accessoires, importants ou indirects causés par des défaillances matérielles ou de fabrication, ou par tout retard de réparation ou de remplacement de la ou des pièce(s) défectueuses. La présente garantie remplace toutes les autres garanties, implicites ou explicites. En particulier, Generac n'émet aucune garantie de conformité ou d'usage pour un objectif particulier. Certains États et provinces ne permettent pas la limitation de la durée des garanties implicites. Toutes les garanties implicites qui sont autorisées par loi, seront limitées dans la durée selon les termes de la présente garantie. La limitation mentionnée ci-dessus pourrait donc ne pas s'appliquer à votre cas.

La garantie du SCE ne s'applique qu'au système de contrôle des émissions de votre nouvel équipement. Les garanties du SCE et de Generac décrivent les droits et obligations importantes relatives à votre nouvel équipement.

Le service de garantie ne peut être réalisé que par une entreprise de service agréée par Generac. En cas de demande du service de garantie, des preuves mentionnant la date de vente à l'acquéreur / au propriétaire d'origine doivent être présentées.

Pour toute question concernant vos droits et responsabilités de garantie, merci de contacter Generac à l'adresse suivante :

ATTENTION WARRANTY DEPARTMENT
GENERAC POWER SYSTEMS, INC.
P.O. BOX (boîte postale) 297 • WHITEWATER, WI 53190

#### Garantie

#### GARANTIE DU SYSTÈME DE CONTRÔLE DES ÉMISSION D'ÉCHAPPEMENT

Garantie du Système de Contrôle des Émissions d'échappement (garantie du SCE) pour l'équipement utilisant de petits moteurs à allumage commandé :

- (a) Applicabilité : la présente garantie s'applique à l'équipement qui utilise de petits moteurs hors route. La période de la garantie du SCE commencera à la date d'achat / de livraison du nouvel équipement à son acquéreur / propriétaire d'origine, final, et durera pendant les 24 mois suivant ladite date.
  - (1) La période de temps spécifiée dans la présente Garantie limitée de Generac, mais pas moins de 24 mois, ou
  - (2) Pour les moteurs munis d'horomètres, un nombre d'heures de fonctionnement égal à la moitié de la vie utile du moteur. La vie utile est indiquée sur l'étiquette de contrôle des émissions sur le moteur.
- (b) Couverture générale de garantie d'émissions : Generac garantit à l'acquéreur / au propriétaire d'origine, final, du nouveaumoteur ou équipement et à chacun des acquéreurs / propriétaires suivant que lorsqu'il est installé le SCE :
  - (1) Est conçu, construit et équipé dans le respect de toutes les réglementations applicables ; et
  - (2) Ne comporte aucune pièce défectueuse ni ne présente aucun défaut de fabrication à tout moment de la période de garantie du SCE.
- (c) La garantie sur les pièces relatives aux émissions sera interprétée de la façon suivante :
  - (1) Toute pièce garantie, dont le remplacement n'est pas prévu au cours des maintenances obligatoires mentionnées dans le Manuel d'entretien sera garantie pour toute la durée de la Garantie du SCE. Si l'une de ces pièces devient défectueuse pendant la durée de la Garantie du SCE, elle sera réparée ou remplacée par Generac conformément au paragraphe (4) qui suit. Ces pièces réparées ou remplacées dans le cadre de la Garantie du SCE seront garanties pour le reste de la durée de la Garantie du SCE.
  - (2) Toute pièce garantie dont il est prévu une inspection régulière dans le Manuel d'entretien sera garantie pendant toute la durée de la Garantie du SCE. Toute déclaration au niveau du Manuel d'entretien et relative à l'effet de « réparation ou remplacement si nécessaire » ne réduira pas la durée de la Garantie du SCE. Ces pièces réparées ou remplacées dans le cadre de la Garantie du SCE seront garanties pour le reste de la durée de la Garantie du SCE.
  - (3) Toute pièce garantie, dont le remplacement est pas prévu au cours des maintenances obligatoires mentionnées dans le Manuel d'entretien sera garantie pour la période précédant la date du premier remplacement prévu. Si la pièce devient défectueuse avant le premier remplacement prévu, elle sera réparée ou remplacée par Generac, conformément au paragraphe (4) qui suit. Ces pièces relatives aux èmissions réparées ou remplacées dans le cadre de la Garantie du SCE seront garanties pour le reste de la durée précédant la date de leur premier remplacement prévu.
  - (4) La réparation ou le remplacement de toute pièce relative aux émissions et garantie dans le cadre de la Garantie du SCE sera réalisé sans frais pour le propriétaire dans un service de garantie agréé par Generac.
  - (5) Nonobstant les dispositions de la sous-section (4) ci-dessus, les services ou réparations sous garantie doivent être effectués aux centres d'entretien agréés par Generac.
  - (6) Si le moteur est inspecté par un service de garantie agréé par Generac, les frais de diagnostic ne seront pas à la charge de l'acquéreur / du propriétaire si la réparation entre dans le cadre de la garantie.
  - (7) Generac est tenu, pendant la durée de la Garantie du SCE, de conserver un stock de pièces relatives aux émissions et garanties suffisant afin de répondre à la demande desdites pièces.
  - (8) Toute pièce de rechange relative aux émissions agréée et approuvée par Generac pourra être utilisée pour la réalisation de toute maintenance ou réparation effectuée dans le cadre de la garantie du SCE et sera fournie sans frais à la charge de l'acquéreur / du propriétaire. Cette utilisation ne réduira pas les obligations de Generac dans le cadre de la Garantie du SCE.
  - (9) Aucune modification, autre que celles spécifiquement approuvées par Generac, ne peut être apportée à cette génératrice. Les modifications non approuvées annulent cette garantie SCE et représentent une raison suffisante pour décliner toute réclamation en vertu de la garantie SCE.
  - (10) En vertu des présentes, Generac ne sera pas tenu pour responsable des défaillances de pièces de rechange non autorisées, ou des défaillances des pièces autorisées causées par l'utilisation de pièces de rechange non autorisées.

#### LES PIÈCES LIÉES AUX ÉMISSIONS D'ÉCHAPPEMENT PEUVENT COMPRENDRE LES ÉLÉMENTS SUIVANTS (SI APPLICABLE) :

- 1) DISPOSITIF MESUREUR DE CARBURANT
  - A. CARBURATEUR ET PIÈCES INTERNES
  - B. CAPUCHON/RÉSERVOIR DE CARBURANT
  - C. CANALISATIONS DE CARBURANT
  - D. CANALISATION DE TUYAUX D'ÉVACUATION
  - E. RÉGULATEUR (CARBURANTS GAZEUX)
- 2) SYSTÈME D'ADMISSION D'AIR
  - A. COLLECTEUR D'ADMISSION
  - B. FILTRE À AIR

- 3) SYSTÈME D'ALLUMAGE
  - A. BOUGIES D'ALLUMAGE
  - B. MODULE/BOBINES D'ALLUMAGE
- 4) SYSTÈME D'ADMISSION D'AIR
  - A. SOUPAPE À IMPULSION D'AIR
- 5) SYSTÈME D'ÉCHAPPEMENT
  - A. CATALYSEUR
  - B. COLLECTEUR D'ÉCHAPPEMENT

#### Garantía

# DECLARACIÓN DE GARANTÍA DEL CONTROL DE EMISIONES DE EPA EE.UU. Y CALIFORNIA SUS DERECHOS Y OBLIGACIONES EN LA GARANTÍA

La Junta de Recursos Aéreos de California (California Air Resource Board, CARB) y la Agencia de Protección Ambiental de los Estados Unidos (United States Environmental Protection Agency, EPA), junto con Generac Power Systems, Inc. (Generac) se complace en explicar la garantia del Sistema de Control de Emisiones en su nuevo equipo de 2014. Los equipos nuevos que utilizan pequeños motores encendidos con chispa se deben diseñar, construir, y equipar de tal forma que cumplan con las estrictas normas contra el smog del gobierno federal y el estado de California. Generac garantiza el sistema de control de emisiones en su equipo por el período que se enumera a continuación siempre que no haya habido abuso, negligencia, modificación no aprobada o mantenimiento incorrecto de su equipo.

El sistema de control de emisiones de este equipo incluye todos los componentes cuya falla aumentaría la emisión de todo contaminante regulado. Estos componentes se enumeran en la sección Información sobre Emisiones de este manual.

#### COBERTURA DE LA GARANTÍA DEL FABRICANTE:

Esta Garantía ECS es válida por dos años, o por el mismo período que se especifique en la Garantía Limitada Generac, el que sea más largo. Para los equipos que tienen medidor de horas, el período de garantía es un número de horas igual a la mitad de la vida útil para la que está certificado el equipo, o el período de garantía especificado en años, el que sea menor. La vida útil se puede encontrar en la etiqueta de Control de Emisiones del motor. Si durante dicho período de garantía se identifica que cualquier parte de su equipo relacionada con las emisiones está defectuosa en cuanto a sus materiales o fabricación, un Centro de Servicio de Garantía Autorizado de Generac realizará las reparaciones o remplazos.

### RESPONSABILIDADES DEL DUEÑO EN LA GARANTÍA:

Como dueño del equipo, usted es responsable de la realización de todo el mantenimiento requendo como se indica en su Manual del Usuario suministrado de fábrica. Para los propósitos de la garantía, Generac recomienda que guarde todos los recibos de mantenimiento de su generador, pero Generac no puede invalidar la garantía solamente debido a la falta de recibos.

Usted debe saber que Generac puede negar cualquier y/o toda garantía de cobertura o responsabilidad si su equipo, o una parte o componente del mismo, ha fallado debido al abuso, mantenimiento inapropiado, o modificaciones no autorizadas.

Usted es responsable de ponerse en contacto con un Centro de Garantía Autorizado de Generac tan pronto como ocurra un problema. Las reparaciones por garantía deben terminarse en un periodo de tiempo razonable, que no exceda de 30 días.

El servicio por garantía puede ser coordinado poniéndose en contacto con su distribuidor autorizado o con un Centro de Servicio de Garantía Autorizado de Generac. Para ubicar al Distribuidor de Servicio de Garantía Autorizado de Generac más cercano, llame al número gratuito que aparece debajo, o contáctenos a través del correo electrónico: emissions@generac.com.

#### 1-800-333-1322

NOTA IMPORTANTE: Esta declaración de garantía explica sus derechos y obligaciones según la Garantía del Sistema de Control de Emisiones (Garantía ECS), que le es proporcionada por Generac conforme a la ley federal. Vea también las "Garantías Limitadas de Generac para Generac Power Systems, Inc.", que se incluyen en otra hoja en este documento, y que también le son proporcionadas por Generac. Observe que esta garantía no se aplicará a los daños incidentales, consecuentes o indirectos ocasionados por defectos en materiales o fabricación o a algún retraso en la reparación o el reemplazo de las partes defectuosas. Esta garantía remplaza a las otras garantías, expresadas o implícitas. Específicamente, Generac no ofrece ninguna otra garantía en cuanto a la comerciabilidad o idoneidad para algún propósito en particular. Cualquier garantía implícita permitida por ley, será limitada en su duración a los términos de la garantía expresa proporcionada en el presente. Algunos estados no permiten limitaciones en cuanto a la duración de una garantía implícita, así que la limitación anterior puede no aplicarse a usted.

La Garantía del ECS se aplica solamente al sistema de control de emisiones de su nuevo equipo. La Garantía del ECS y la Garantía de Generac describen derechos y obligaciones importantes relacionadas con su nuevo motor.

El servicio de garantía puede realizarse solamente por un Centro de Servicio de Garantía Autorizado de Generac. Al pedir el servicio de garantía, se deben presentar pruebas en las que se indique la fecha de la venta al comprador/dueño original.

Si tiene alguna pregunta sobre sus derechos y responsabilidades de la garantía, debe contactarse con Generac, en la dirección siguiente:

A LA ATENCIÓN DEL DEPARTAMENTO DE GARANTÍAS
GENERAC POWER SYSTEMS, INC.
P.O. BOX 297 • WHITEWATER, WI 53190

#### Garantía

#### GARANTÍA DEL SISTEMA DE CONTROL DE EMISIONES

Garantía del Sistema de Control de Emisiones (garantía del ECS) para equipos que usan pequeños motores encendidos con chispa:

- (a) Aplicación: Esta garantía se aplicará a los equipos que utilizan pequeños motores no para vehículos. El período de garantía del ECS comenzará en la fecha en que el equipo nuevo es comprado o entregado a su comprador/dueño original y usuario final, y continuará por 24 meses consecutivos después de esa fecha.
  - (1) El período especificado en la presente Garantía Limitada de Generac, pero no menos de 24 meses, o
  - (2) Para motores equipados con medidor de horas, un número de horas de operación igual a la mitad de la vida útil de motor. La vida útil se puede encontrar en la etiqueta de Control de Emisiones del motor.
- (b) Cobertura General de la Garantía de Emisiones: Generac garantiza al comprador/dueño original y usuario final del nuevo motor o equipo y a cada comprador/dueño subsiguiente que el ECS cuando se instaló:
  - (1) Estaba diseñado, construido y equipado para cumplir con todas las normas aplicables; y
  - (2) Estaba libre de defectos en los materiales y fabricación que pudieran ocasionar fallas de una pieza con garantía en cualquier momento durante el Período de Garantía del ECS.
- (c) La garantía para las piezas relacionadas con emisiones será interpretada como sigue:
  - (1) Cualquier pieza con garantía que no esté programada para reemplazo como parte del mantenimiento necesario indicado en el Manual del Usuario será garantizada por el Período de Garantía del ECS. Si cualquiera de estas piezas falla durante el Período de Garantía del ECS, será reparada o remplazada por Generac según la subsección (4) siguiente. Dicha parte reparada o remplazada bajo la Garantía del ECS será garantizada por el resto del Período de Garantía del ECS.
  - (2) Cualquier parte garantizada que esté programada solamente para las inspecciones regulares según se especifique en el Manual del Usuario será garantizada por el Período de Garantía del ECS. Un enunciado en el Manual del Usuario que indique "repare o remplace cuanto sea necesario" no reducirá el Período de Garantía del ECS. Dicha parte reparada o remplazada bajo la Garantía del ECS será garantizada por el resto del Período de Garantía del ECS.
  - (3) Cualquier pieza con garantía que esté programada para remplazo como parte del mantenimiento necesario en el Manual del Usuario será garantizada por el periodo de tiempo previo al primer remplazo programado para dicha pieza. Si la pieza falla antes del primer reemplazo programado, la pieza será reparada o remplazada por Generac según la subsección (4) siguiente. Dicha pieza relacionada con las emisiones que haya sido reparada o remplazada bajo la garantía del ECS será garantizada por el resto del período previo al primer remplazo programado para esa pieza.
  - (4) La reparación o el reemplazo de cualquier pieza garantizada relacionada con las emisiones bajo esta Garantía del ECS será sin cargo para el dueño en un Centro de Servicio de Garantía Autorizado de Generac.
  - (5) A pesar de las disposiciones de la subsección (4) anterior, los servicios de garantía o de reparaciones se deben proporcionar en un Centro de Servicio Autorizado de Generac.
  - (6) Cuando el motor es examinado por un Centro de Servicio de Garantía Autorizado de Generac, el comprador/dueño no será responsable del costo de diagnóstico si la reparación está cubierta por la garantía.
  - (7) Durante el Período de Garantía del ECS, Generac tendrá el inventario de piezas relacionadas con las emisiones bajo garantía suficiente para cubrir la demanda prevista para tales piezas.
  - (8) Las piezas de recambio relacionadas con las emisiones que hayan sido autorizadas y aprobadas por Generac se pueden utilizar durante cualquier mantenimiento o reparación de Garantía del ECS y serán proporcionadas sin cargo al comprador/dueño. Dicho uso no reducirá las obligaciones de la Garantía del ECS de Generac.
  - (9) No se pueden realizar otras modificaciones al generador, excepto aquellas explícitamente aprobadas por Generac. Las modificaciones no aprobadas anulan la Garantía ECS y son motivo suficiente para invalidar un reclamo a ésta.
  - (10) Generac no será responsable por fallas de repuestos no autorizados, o fallas de piezas autorizadas causadas por el uso de repuestos no autorizados.

#### LAS PIEZAS RELACIONADAS CON EMISIONES DE GASES DE ESCAPE PUEDEN INCLUIR LAS SIGUIENTES (SI ESTÁ INSTALADO)

- 1) SISTEMA DE DOSIFICACIÓN DEL COMBUSTIBLE
  - A. CARBURADOR Y PIEZAS INTERNAS
  - B. TANQUE/TAPÓN DE COMBUSTIBLE
  - C. LÍNEAS DE COMBUSTIBLE
  - D. LÍNEAS DE VENTEO EVAPORATIVO
  - E. REGULADOR (COMBUSTIBLES GASEOSOS)
- 2) SISTEMA DE INDUCCIÓN DE AIRE
  - A. MÚLTIPLE DE ADMISIÓN
  - B. FILTRO DE AIRE

- 3) SISTEMA DE IGNICIÓN
  - A. BUJÍAS
  - B. BOBINAS/MÓDULO DE ARRANQUE
- 4) SISTEMA DE INYECCIÓN DE AIRE
  - A. VÁLVULA DE INDUCCIÓN DE AIRE POR IMPULSOS
- 5) SISTEMA DE ESCAPE
  - A. CATALIZADOR
  - B, CAÑO DE ESCAPE

Parte 2 de 2

#### Warranty

## GENERAC POWER SYSTEMS "TWO YEAR" LIMITED WARRANTY FOR IX SERIES PORTABLE GENERATORS

For a period of two years from the date of original sale, Generac Power Systems, Inc. (Generac) warrants its iX Series generators will be free from defects in materials and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part that, upon examination, inspection and testing by Generac or a Generac Authorized Warranty Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be returned to and examined by the nearest Generac Authorized Warranty Service Dealer. All transportation costs under the warranty, including return to the factory, are to be borne and prepaid by the purchaser/owner. This warranty applies only to Generac iX Series portable generators and is not transferable from original purchaser. Save your proof-of-purchase receipt. If you do not provide proof of the initial purchase date, the manufacturer's shipping date of the product will be used to determine the warranty period.

#### **WARRANTY SCHEDULE**

Consumer applications are warranted for two (2) years. Commercial and Rental applications are warranted for six (6) months.

#### **CONSUMER APPLICATION**

YEAR ONE - Limited Comprehensive coverage on Labor and Part(s) listed (proof of purchase and maintenance is required):

- Engine- All Components
- · Alternator- All Components

YEAR TWO - Limited Comprehensive coverage on Part(s) listed (proof of purchase and maintenance is required):

- Engine- All Components
- Alternator- All Components

#### **COMMERCIAL/RENTAL APPLICATION**

FIRST SIX MONTHS - Limited Comprehensive coverage on Labor and Part(s) listed (proof of purchase and maintenance is required):

- Engine- All Components
- Alternator- All Components

NOTE: For the purpose of this warranty "consumer use" means personal residential household or recreational use by original purchaser. This warranty does not apply to units used for Prime Power in place of utility where utility power service is present or where utility power service does not normally exist. Once a generator has experienced commercial or rental use, it shall thereafter be considered a non-consumer use generator for the purpose of this warranty.

All warranty expense allowances are subject to the conditions defined in Generac's Service Policy Manual.

#### THIS WARRANTY SHALL NOT APPLY TO THE FOLLOWING:

- · Generac portable generators that utilize non-Generac replacement parts.
- · Costs of normal maintenance and adjustments.
- · Failures caused by any contaminated fuels, oils or lack of proper oil levels.
- Repairs or diagnostics performed by individuals other than Guardian/Generac authorized dealers not authorized in writing by Generac Power Systems.
- Failures due, but not limited, to normal wear and tear, accident, misuse, abuse, negligence or improper use. As with all mechanical devices, the Generac engines need periodic part(s) service and replacement to perform as designed. This warranty will not cover repair when normal use has exhausted the life of a part(s) or engine.
- · Failures caused by any act of God and other force majeure events beyond the manufacturer's control.
- · Damage related to rodent and/or insect infestation.
- · Products that are modified or altered in a manner not authorized by Generac in writing.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
- · Failure due to misapplication.
- Telephone, cellular phone, facsimile, internet access or other communication expenses,
- Living or travel expenses of person(s) performing service, except as specifically included within the terms of a specific unit warranty period.
- Expenses related to "customer instruction" or troubleshooting where no manufacturing defect is found.
- · Rental equipment used while warranty repairs are being performed.
- Overnight freight or special shipping costs for replacement part(s).
- Overtime, holiday or emergency labor.
- · Starting batteries, fuses, light bulbs and engine fluids.

THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY, GENERAC POWER SYSTEMS MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner.

#### Warranty

GENERAC POWER SYSTEMS ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC POWER SYSTEMS BE LIABLE FOR ANY INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC POWER SYSTEMS, INC. NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to purchaser/owner. Purchaser/owner agrees to make no claims against Generac Power Systems, Inc. based on negligence. This warranty gives purchaser/owner specific legal rights. Purchaser/owner also may have other rights that vary from state to state.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For Service or other product inquiries in Australia, please contact Allpower by phone at 1800-333-428 or visit Allpower's website at www.allpower.com.au.

FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply. For Service or other product inquiries in New Zealand, please contact Allpower by phone at 09-269-1160 or visit Allpower's website at www.allpower.com.nz.

GENERAC POWER SYSTEMS, INC. P.O. BOX 8 • Waukesha, WI 53187

Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Authorized Dealer visit our website www.generac.com

Part No. 0H4535

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#### Garantía

## GARANTÍA LIMITADA DE "DOS AÑOS" DE SISTEMAS DE POTENCIA GENERAC PARA GENERADORES PORTÁTILES SERIE IX

Por un periodo de tres años desde la fecha de la venta original, Generac Power Systems, Inc. (Generac) garantiza sus generadores serie iX como libres de defectos en materiales y mano de obra por los ítems y periodos indicados abajo. Generac, a su discreción, reparará o reemplazará cualquier parte que, luego de un examen, inspección y pruebas realizadas por un concesionario de servicio de garantía autorizado de Generac, se encuentre que está defectuoso. Cualquier equipo que el comprador/propietario reclame como defectuoso debe ser regresado a y examinado por el concesionario de servicio de garantía autorizado por Generac más cercano. Todos los costos de transporte bajo la garantía, incluyendo el retorno a la fábrica, serán por cuenta y prepagados por el propietario/comprador. Esta garantía se aplica sólo a los generadores portátiles serie iX de Generac y no es transferible del propietario original. Guarde su comprobante de compra. Si usted no proporciona una prueba de la fecha de la compra inicial, se usará la fecha de embarque del producto del fabricante para determinar el periodo de garantía.

#### PROGRAMACIÓN DE GARANTÍA

Las aplicaciones para consumidor están garantizadas por dos (2) años. Las aplicaciones comerciales y de alquiler están garantizadas por seis (6) meses.

#### **APLICACIÓN PARA CONSUMIDOR**

AÑO UNO - Cobertura amplia limitada en mano de obra y repuestos listados (se requiere comprobante de compra y mantenimiento):

- . Motor- Todos los componentes
- Alternador- Todos los componentes

ANO DOS - Cobertura amplia limitada en repuestos listados (se requiere comprobante de compra y mantenimiento):

- Motor- Todos los componentes
- · Alternador- Todos los componentes

#### **APLICACIÓN COMERCIAL / DE ALQUILER**

SEIS MESES - 100% (cien por ciento) de cobertura en mano de obra y repuestos listados (se requiere comprobante de compra y mantenimiento):

- Motor- Todos los componentes
- · Alternador- Todos los componentes

NOTA: Para el propósito de esta garantía "uso de consumidor" significa uso personal en casa residencial o recreacional por el comprador original.

La garantía no aplica a unidades usadas para Fuente Primaria de Energía en lugar del servicio público donde el servicio público se encuentre presente o donde el servicio público de energía no exista normalmente. Una vez que el generador ha experimentado uso comercial o de alquiler, se le considerará en adelante un generador no para uso del consumidor para propósitos de esta garantía.

Toda prestación de gastos de garantía está sujeta a las condiciones definidas en las políticas de garantía de Generac, sus procedimientos y el manual de costos medios.

#### ESTA GARANTÍA NO SE APLICARÁ A LO SIGUIENTE:

- Generadores portátiles de Generac que utilizan repuestos que no son de Generac.
- · Costos de mantenimiento normal y ajustes.
- Fallas causadas por combustibles o aceites contaminados, o la falta de niveles apropiados.
- Reparaciones o diagnósticos realizados por individuos diferentes a los concesionarios autorizados por Guardian/Generac que no estén autorizados por escrito por Generac Power Systems.
- Fallas debido a, pero no limitándose a, el uso y desgaste normal, accidente, mal uso, abuso, negligencia o uso inapropiado. Como todo dispositivo
  mecánico, los motores Generac necesitan servicio y repuestos periódicamente para funcionar como están diseñados. Esta garantía no cubre reparaciones cuando el uso normal ha agotado la vida útil de una parte o motor.
- Las fallas causadas por cualquier acto de Dios y otros eventos de fuerza mayor más allá del control del fabricante.
- El daño relacionado a roedores y/o plaga de insectos.
- Los productos que son modificados o alterados de manera no autorizada por Generac por escrito.
- Cualquier da
   no incidental, consecuencial o indirecto causado por defectos en los materiales y mano de obra, o cualquier retraso en reparar o reemplazar
   las partes defectuosas.
- · Falla debido a una mala aplicación.
- Gastos de teléfono, teléfono celular, fax, acceso a internet u otros gastos de comunicación.
- Costo de vida o gastos de viaje de las personas que realizan el servicio, excepto tal como específicamente se incluya dentro de los términos del periodo de garantía de una unidad específica.
- Gastos relacionados a "instrucciones del cliente" o detección de problemas donde no se encuentre defecto de fábrica.
- Equipo de alquiler usado mientras se realiza las reparaciones de garantía.
- Flete de un día para otro o costos especiales de embarque para los repuestos.
- Sobretiempos, vacaciones o trabajo de emergencia.
- Baterías de arranque, fusibles, bombillos de luz y fluidos de motor.

#### Garantía

ESTA GARANTÍA REEMPLAZA CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA, ESPECÍFICAMENTE, GENERAC POWER SYSTEMS NO OTORGA OTRAS GARANTÍAS COMO DE MERCANTIBILIDAD O ADECUACIÓN PARA UN PROPÓSITO PARTICULAR. Cualquier garantía implícita que sea permitida por ley, estará limitada en duración a los términos de la garantía expresa dispuesta aquí. Algunos estados no permiten limitaciones en cuánto dura una garantía implícita, de modo que la limitación expresada arriba puede no aplicarse al comprador/propietario.

LA ÚNICA RESPONSABILIDAD DE GENERAC POWER SYSTEMS SERÁ LA REPARACIÓN O REEMPLAZO DE LAS PARTES TAL COMO SE ESPECIFICA ARRIBA. EN NINGÚN CASO GENERAC POWER SYSTEMS SERÁ RESPONSABLE POR CUALQUIER DAÑO INCIDENTAL O CONSECUENCIAL, AÚN SI TALES DAÑOS SEAN UN RESULTADO DIRECTO DE UNA NEGLIGENCIA DE GENERAC POWER SYSTEMS. Algunos estados no permiten la exclusión o limitación de daños incidentales o consecuénciales, así que las limitaciones indicadas arriba pueden no aplicarse al comprador/propietario. El comprador/propietario está de acuerdo en no hacer reclamos contra Generac Power Systems basados en negligencia. Esta garantía le da al comprador/propietario derechos legales específicos. El comprador/propietario también puede tener otros derechos que varían de estado a estado.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser estar sujetas a exclusiones conforme a la Australian Consumer Law (Ley del consumidor de Australia). Usted tiene derecho a una sustitución o un reembolso por una falla mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los productos sean reparados o sustituidos si los productos no son de calidad aceptable y la falla no llega a ser una falla mayor. Para consultas sobre servicio u otros productos en Australia, póngase en contacto con Allpower por teléfono al 1800-333-428 o visite el sitio web de Allpower en www.allpower.com.au.

SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Mancomunidad o Estado), incluso la Fair Trading Practices Act (Ley de prácticas leales de comercio) de 1986 o la Consumer Guarantees Act (Ley de garantías del consumidor, "CGA") de 1993, se aplique a esta garantía limitada, y esta no puede estar sujeta a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener el efecto de establecer un contrato fuera de las disposiciones de la CGA, excepto con el alcance permitido por dicha ley, y estos términos se deben modificar en la medida necesana para dar efecto a dicha intención. Si adquiere productos de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las disposiciones de la CGA. Para consultas sobre servicio u otros productos en Nueva Zelanda, póngase en contacto con Allpower por teléfono al 09-269-1160 o visite el sitio web de Allpower en www.allpower.com.nz.

GENERAC POWER SYSTEMS, INC. P.O. BOX 8 • Waukesha. WI 53187

Tel: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar al concesionario autorizado más cercano visite nuestro sitio web: www.generac.com

Part No. 0H4535

Revisión H (01/13)

Impreso en China.

#### Garantie

#### GARANTIE LIMITÉE DE « DEUX ANS » DES SYSTÈMES D'ALIMENTATION DE GENERAC POWER SYSTEMS POUR LES GÉNÉRATRICES PORTABLE DES SÉRIES IX

Pour une période de deux ans à partir de la date d'achat d'origine, Generac Power Systems, Inc. (Generac) garantie que ses génératrices iX Series seront exemptes de défaut de fabrication et de matériaux ne présenteront aucun défaut matériel ni de fabrication pour les éléments et la période mentionnée ci-après. Generac réparera ou remplacera, à sa seule discrétion, toute pièce jugée défectueuse après un examen, une inspection et un test réalisés par Generac ou un dépositaire de service de garantie agréé par Generac. Tout équipement déclaré défectueux par l'acquéreur / le propriétaire doit être retoumé et examiné par le dépositaire de service de garantie agréé par Generac le plus proche. Tous les frais d'envoi à payer dans le cadre de la garantie, dont le retour à l'usine, seront supportés et payés à l'avance par l'acquéreur / le propriétaire. Cette garantie ne s'applique qu'aux génératrices portables Generac de Série iX et n'est pas transférable par l'acquéreur d'origine. Il est conseillé de conserver les preuves d'achat. Si vous ne fournissez pas de preuve de la date d'achat d'origine, la date d'envoi du produit par son fabricant servira à déterminer la période de garantie.

#### PROGRAMME DE GARANTIE

Les applications des clients sont garanties pendant deux (2) ans. Les applications commerciales et de location sont garanties pendant six (6) mois.

#### **APPLICATION DES CLIENTS**

PREMIÈRE ANNÉE - Couverture complète limitée pour la main d'œuvre et la/les pièce(s) listées (il est nécessaire de présenter une preuve d'achat et de maintenance) :

- . Moteur tous les composants
- · Alternateur tous les composants

DEUXIÈME ANNÉE - Couverture complète limitée pour la/les pièce(s) listées (il est nécessaire de présenter une preuve d'achat et de maintenance) :

- . Moteur tous les composants
- · Alternateur tous les composants

#### **APPLICATION COMMERCIAL/DE LOCATION**

SIX PREMIERS MOIS - Couverture complète limitée pour la main d'œuvre et la/les pièce(s) listées (il est nécessaire de présenter une preuve d'achat et de maintenance) :

- . Moteur tous les composants
- · Alternateur tous les composants

REMARQUE: aux fins de la présente garantie, « utilisation du consommateur » désigne une utilisation ménagère personnelle ou récréative de la part de l'acquéreur d'origine. La présente garantie ne s'applique pas aux unités utilisées pour de l'énergie primaire au lieu du réseau lorsque le réseau électrique principal est présent ou n'existe normalement pas. Une fois que la génératrice a été utilisée de manière commerciale ou locative, elle sera considérée par la suite comme une génératrice à utilisation non personnelle dans le cadre de la présente garantie.

Toutes les indemnités de garantie sont soumises aux conditions définies dans le manuel des politiques, procédures et tarifs forfaitaires de garantie de Generac.

#### LA PRÉSENTE GARANTIE NE S'APPLIQUE PAS AUX ÉLÉMENTS SUIVANTS :

- Les génératrices de Generac qui utilisent des pièces de rechange qui ne sont pas de Generac.
- · Les coûts de maintenance et des modifications normales.
- Les défaillances entraînées par de l'essence ou de l'huile contaminée, ou par l'utilisation de niveaux d'huile non appropriés.
- Les réparations ou diagnostics réalisés par des dépositaires non agréés par Guardian/Generac et non autorisés par écrit par Generac Power Systems.
- Les défaillances dues, sans s'y limiter, à l'usure normale, à des accidents, mauvaises utilisations, usages abusifs, négligence ou utilisation inadaptée.
   Comme pour tous les dispositifs mécaniques, les moteurs Generac nécessitent une réparation et un remplacement pénodiques de leurs pièces pour fonctionner comme prévu. La présente garantie ne couvre pas les réparations lorsque le problème de la ou les pièce(s) ou du moteur découle d'une utilisation normale.
- Les défaillances causées par toute cause extérieure ou tout cas de force majeure indépendantes de la volonté du fabricant.
- Les dommages dus à des rongeurs et / ou insectes.
- Les produits modifiés ou altérés d'une façon n'ayant pas été autorisée par écrit par Generac.
- L és dommages accessoires, importants ou indirects causés par des défaillances matérielles ou de fabrication, ou par tout retard de réparation ou de remplacement de la ou des pièce(s) défectueuses.
- · Les défaillances dues à une mauvaise application.
- Les frais de téléphone, de téléphone portable, de fax, d'accès à Internet ou d'autres moyens de communication.
- Les frais d'hébergement ou de transport de la ou des personne(s) réalisant l'entretien, sauf si cela est spécifiquement inclus dans les termes d'une période de garantie d'une unité spécifique.
- Les dépenses liées à « l'instruction du client » ou au dépannage lorsqu'aucun défaut n'est détecté.
- Les équipements loués utilisés pendant la réalisation des réparations dans le cadre de la garantie.
- Les frais de transport de nuit ou d'envoi spécial de la ou des pièce(s) de rechange.
- Les heures supplémentaires, le travail de jour férié ou en urgence de la main d'œuvre.
- · Les batteries de démarrage, fusibles, ampoules et fluides du moteur.

#### Garantie

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, IMPLICITES OU EXPLICITES. EN PARTICULIER, GENERAC POWER SYSTEMS N'ÉMET AUCUNE GARANTIE DE CONFORMITÉ OU D'USAGE POUR UN OBJECTIF PARTICULIER. Toute garantie tacite autorisée par la loi devra être limitée à la durée des conditions de la garantie expresse mentionnée ci-après. Certains états ne permettent pas de poser une limite à la durée de la garantie implicite, la limite susmentionnée ne s'applique donc pas à ces derniers.

GENERAC POWER SYSTEMS NE SERA RESPONSABLE QUE DE LA RÉPARATION OU DU REMPLACEMENT DE LA OU DES PIÈCES TEL QUE SUSMENTIONNÉ. EN AUCUN CAS GENERAC POWER SYSTEMS NE POURRA ÊTRE TENU RESPONSABLE DE TOUT DOMMAGE ACCESSOIRE OU IMPORTANT, MÊME SI CE DOMMAGE DÉCQULE DIRECTEMENT D'UNE NÉGLIGENCE DE GENERAC POWER SYSTEMS, INC. Certains états n'autorisent pas l'exclusion ou la limite de dommages circonstanciels ou conséquents, de sorte que les limites ci-dessus ne s'appliqueront pas pour l'acheteur/propriétaire. L'acquéreur/le propriétaire s'engage à ne faire aucune réclamation contre Generac Power Systems, Inc. pour négligence. La présente garantie vous confère des droits juridiques spécifiques. Votre état vous confère également d'autres droits.

**POUR L'AUSTRALIE UNIQUEMENT**: Nos produits sont fournis avec des garanties qui ne peuvent pas être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez le droit à un remplacement ou un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure. Pour tout renseignement supplémentaire sur les produits ou sur le service en Australie, veuillez communiquer avec Allpower par téléphone au +61 1800-333-428 ou vous rendre sur le site Internet à cette adresse : www.allpower.com.au.

POUR LA NOUVELLE-ZÉLANDE UNIQUEMENT: Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compnis la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie n'est en aucun cas destinée à contourner les dispositions du CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit chez Generac Power Systems ou auprès des distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à la section 43(2) de la CGA, il est convenu que les dispositions du CGA ne s'appliquent pas. Pour tout renseignement supplémentaire sur les produits ou sur le service en Nouvelle-Zélande, veuillez communiquer avec Alloower par téléphone au +64 09-269-1160 ou vous rendre sur le site Internet à cette adresse : www.allpower.com.nz.

**GENERAC POWER SYSTEMS, INC.** 

P.O. Box (boîte postale) 8 • Waukesha, WI 53187

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N° de pièce 0H4535

Révision H (01/13)

Imprimé en Chine

## amazon.com

#### Final Details for Order #103-2950312-3169009

Print this page for your records.

Order Placed: June 5, 2015

Amazon.com order number: 103-2950312-3169009

Order Total: \$319.00

#### Shipped on June 5, 2015

Price Items Ordered

1 of: Generac 5791 iX800 800 Watt 38cc 4-Stroke OHV Gas Powered Portable \$319.00

Inverter Generator Sold by: Amazon.com LLC

Condition: New

Item(s) Subtotal: \$319.00 Shipping Address:

Shipping & Handling: \$0.00

Total before tax: \$319.00

Sales Tax: \$0.00

Shipping Speed:

Total for This Shipment: \$319.00 Two-Day Shipping

### **Payment information**

Payment Method: Item(s) Subtotal: \$319.00

American Express | Last digits: 6009 Shipping & Handling: \$0.00

Billing address

Total before tax: \$319.00

Estimated tax to be collected:

Grand Total:\$319.00

**Credit Card transactions** American Express ending in (b) (6): June 5, 2015:\$319.00

To view the status of your order, return to Order Summary.

Please note: This is not a VAT invoice.

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# RICHARDSON, PATRICK, LLC WESTBROOK & BRICKMAN

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August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue Husqvarna Group and ACE Hardware for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative, LLC, ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Husqvarna Group, and its affiliated entities (hereinafter "Husqvarna") and ACE Hardware Corporation for numerous violations of the CAA.

According to the company's website: "Husqvarna Group is a world leading producer of outdoor power products including chainsaws, trimmers, robotic lawn mowers and garden tractors. The Group is also the European leader in garden watering products and a world leader in cutting equipment and diamond tools for the construction industries. The Group's products and solutions are sold under brands including Husqvarna, Gardena, McCulloch, Poulan Pro, Weed Eater, Flymo, Zenoah and Diamant Boart via dealers and retailers to end-customers in more than 100 countries." *See* <a href="http://www.husqvarnagroup.com/en/fact-sheet">http://www.husqvarnagroup.com/en/fact-sheet</a>, last visited July 17,2015.

ACE Hardware is a retail hardware store that imports and sells, among many things, outdoor power devices, such as products manufactured by Husqvarna. Under the CAA, the term "manufacturer" is defined broadly. The term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

Administrator or a State with respect to such a standard or limitation." 42 U.S.C. § 7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that Husqvarna and ACE Hardware have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the U.S. District Court for District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. Husqvarna and ACE Hardware are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation.

Husqvarna and ACE are each considered a "manufacturer" as defined under the CAA, including 42 U.S.C. § 7550(1), 40 C.F.R. §§ 1051.801, 1054.801, and 1068.30. Where Husqvarna utilizes a third party engine in its products, or when ACE retails another person's gasoline powered products; each party is also responsible for ensuring they comply, as do their suppliers, with the law. As such, neither ACE nor Husqvarna may seek to be indemnified by its suppliers for CAA violations under the current relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

#### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of Husqvarna's warranties on several of its products has revealed that none are fully compliant with the Clean Air Act regulations. Recently, SCCAI obtained a Poulan brand gas chainsaw from an ACE Hardware store. The warranty provided with the product repeatedly fails to comply with the CAA. Below we have detailed the most significant violations that we have discovered.

Husqvarna's warranty violates 40 C.F.R. 1054.125(f) Source of parts and repairs. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Husqvarna warranty does not include the required language and is not located on the first page of the written maintenance instructions. Worse, the warranty states on page 14: "Have all repairs other than the recommended maintenance described in the instruction manual performed by an authorized service dealer. If

any dealer other than an authorized service dealer performs work on the product, Poulan may not pay for repairs under the warranty." Also, the warranty later states: "You are responsible for presenting your small off-road engine to a Poulan authorized repair center as soon as a problem exists." In addition, "Warranty services or repairs shall be provided at all Poulan service centers."

Husqvarna's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Husqvarna authorized service dealers is a clear violation of the regulation.

Husqvarna's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On page 20 of the owner's manual, Husqvarna limits the warranty to 1 year when used for household purposes, 60 days for commercial purposes, and 30 days for rental purposes. Such distinctions are not allowed by the Clean Air Act regulations.

Husqvarna's warranty also violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The Husqvarna warranty states on page 20: "This warranty is not transferable..."

Husqvarna's warranty on the chainsaw also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Husqvarna owner's manual and warranty does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Additionally, the Husqvarna warranty provides an incomplete list of the components required to be covered by the CAA. The Husqvarna Warranty provides only a partial list of the emissions related components found in 40 C.F.R. § 1068 Appendix I. By providing an incomplete list of covered parts, an owner might incorrectly believe that an emissions component is not covered.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Husqvarna may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

ACE Hardware directly contributes to the CAA violations in this matter by including with the sale a "Power Equipment Store Return Policy" form. On that form it states: "All service and warranty issues must be handled through your authorized service center so a proper diagnosis can be done on your product." Placing such restrictions on warranty service violates 40 C.F.R. 1054.125(f) and 40 C.F.R. § 1054.120(e) as discussed above.

#### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable companies like Husqvarna and ACE Hardware that engage in the CAA violations alleged above with products intended for the U.S. market. *See* 42 U.S.C. § 7401(b). By pursuing these companies, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter future non-compliance.

If the EPA was to elect not to file a complaint against Husqvarna and ACE Hardware, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers that the certificates of conformity are merely a formality that carry no force of law. Manufacturers can produce products for use in the United States that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitiveplaying field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in Husqvarna's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Husqvarna's violations for the engines they produce or introduce into the stream of commerce, third parties such as ACE Hardware that sell products with Husqvarna engines, parts for the engines, or the engines themselves are liable for EPA regulation violations. Just like the consumers who have purchased Husqvarna products with the defects that lead to their non-compliance, these third party sellers have been damaged by Husqvarna. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

#### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint

against Husqvarna and ACE Hardware to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining Husqvarna and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by Husqvarna.
- 3. Injunctive relief commanding Husqvarna to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for Husqvarna to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act against Husqvarna and ACE, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge of the applicable legislation and expertise in complex litigation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers, and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Dan Huth

Cc: John Venhuizen President Ace Hardware

Howard E. Japlon Esq. General Counsel Ace Hardware

Kai Warn, CEO Husqvarna Group

Olle Wallen, Senior Vice President, Head of Group Staff Legal Affairs, Husqvarna Board Secretary

Alan Shaw, EVP Head of Americas

Earl Bennett, General Counsel Americas

Evan Belser, EPA, Air Enforcement Division

SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201

SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

### STORE #03344/PRUITT SHP.CTR. (864) 225-1600

ACE "THE HELPFUL PLACE"

SALES RECEIPT IS REQUIRED FOR RETURNS NO REFUNDS OR EXCHANGES AFTER 90 DAYS 6/05/15 1:08PM JCS

74 1 EA \$124.99 EA PO AN GAS CHAIN SAW 14" \$124.99

Regular Price:

129.99

You Saved

5.00

Seria1#12331N300163-4

1 EA \$149.99°EA

SUB-TOTAL:

274.98 TAX:

19.25 294.23

TOTAL: BC AMT:

294.23

BK CARD#:

ID: (b) (6)

AUTH: 565212

AMT:

294.23

Host reference #:630794 Bat#0203

TransactionID: 003292744989773

TRANS TYPE: PURCHASE

PAYMENT TYPE: Credit Card

SWIPED

CARD TYPE

TxmiD/Va1Code: 003292744989773

==>> JRNL#G30794/2 CUST # \*2



Name: X

I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher)

Acct: CASH CUSTOMER



Please do not return product to retailer.
Por favor, no devuelva el producto al lugar de compra. Veuillez ne pas retourner le produit au détaillant. 1-800-554-6723

Enregistrez votre produit en ligne à l'adresse : Registre su producto en línea en: Register your product online at:

www.poulan.com

P3314 / P3314WS / P3314WS Manual de Instrucciones P3416 / P3516PR / P4018WN Manuel d'Instructions Instruction Manua P4018WT / P3818A\

# For Occasional Use Only



### WARNING:

Read and follow all Safety Rules and Operating Instructions before using this product. Failure to do so can result in serious injury. **ADVERTENCIA:** 

graves. Lire le manuel d'instructions et bien respecter tous les avertissements et toutes les instructions de sécurité. Tout défaut de le faire strucciones de seguridad. El no hacerlo puede resultar en lesiones AVERTISSEMENT: Lea el manual de instrucciones y siga todas las advertencias e en-

pourrait entraîner des blessures graves

9335 Harris Corners Parkway Charlotte, NC 28269

545186804 Rev. 8

1/31/11 BRW

850 Matheson Blvd. West Mississauga, Ontario L5V 0B4

FRANÇAIS

ENGLISH

**ESPANOL** 

P4018AV / P4018AV BH

### LIMBING

- Always limb a tree after it is cut down. Only then can limbing be done safely and prop-
- Leave the larger limbs underneath the felled Start at the base of the felled tree and work tree to support the tree as you work.
- Keep the tree between you and the chain.
  Cut from the side of the tree opposite the toward the top, cutting branches and limbs. Remove small limbs with one cut.
- branch you are cutting.

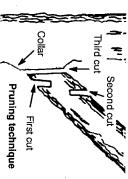
  Remove larger, supporting branches with the cutting techniques described in BUCKING WITHOUT A SUPPORT. Always use an overcut to cut small and free-
- ly hanging limbs. Undercutting could cause limbs to fall and pinch the saw.

### PRUNING

shoulder height or below. Do not cut if branches are higher than your shoulder. Get a professional to do the job MARNING: Limit pruning to limbs

Make your first cut 1/3 of the way through the bottom of the limb

Next make a 2nd cut all the way through the limb. Then cut a third overcut leaving to 2 inch (2.5 to 5 cm) collar from the truck



### SERVICE

MARNING: Disconnect the spark or carburetor adjustments. olug before performing maintenance except

We recommend all service and adjustments not listed in this manual be performed by an authorized or Master Service Dealer.



HELPFUL TIP

repairs other than the recommended maintenance described in the instruction manual performed by an authorized service dealer.

product, Poulan may not pay for repairs under warranty, it is your responsibility to maintain and perform general mainte-If any dealer other than an authorized dealer performs work on the

### MAINTENANCE SCHEDULE

,	Inspect and Clean:	For loose parts	For loose fasteners	For loose caps	For damaged parts	Chain sharpness	Chain tension	Bar lubrication	Fuel mixture level	
		Before each use	Before each use	Before each use	Before each use	Before each use	Before each use	Before each use	Before each use	

Complete saw ...... Before each use

Replace spark plug Yearly Replace fuel filter ... Yearly Spark arresting screen Air filter ..... and muffler . . Chain brake . . Every 5 hours\* Every 5 hours\* After each use Every 25 hours

2 tanks of fuel Hours of Operation -Each hour of operation is approximately

### GENERAL RECOMMENDATIONS

items that have been subjected to operator abuse or negligence. To receive full value from the warranty, the operator must maintain unit as instructed in this manual. Various adjustments will need to be made periodical-The warranty on this unit does not cover to properly maintain your unit.

Once a year, replace the spark plug, air filter,

new spark plug and air fifter assures proper air-fuel mixture and helps your engine run better and last longer.

CHECK FOR DAMAGED OR and check guide bar and chain for wear. A

Contact an authorized service dealer for re-placement of damaged or worn parts. WORN PARTS

**NOTE:** It is normal for a small amount of oil

- to appear under the saw after engine stops. Do not confuse this with a leaking oil stank.

  O NUSTOP Switch Ensure ON/STOP switch functions properly by moving the switch to the STOP position. Make sure enswitch to the STOP position. gine stops; then restart engine and continue
- shows signs of damage or leaks Fuel Tank - Do not use saw if fuel tank

### Oil Tank - Do not use saw if oil tank shows signs of damage or leaks. CHECK FOR LOOSE FASTENERS AND PARTS

- Bar Nuts
- Chain
- Muffler
- Cylinder Shield
- Handle Screws
- Vibration Mounts
- Starter Housing Front Hand Guard

### **CHECK CHAIN SHARPNESS**

A sharp chain makes wood chips. A dull chain makes a sawdust powder and cuts slowly. See CHAIN SHARPENING.

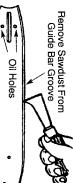
### Conditions which require guide bar mainte-CHECK GUIDE BAR

nance: Saw cuts to one side or at an angle.

- Saw has to be forced through the cut
- Inadequate supply of oil to bar/chain.
   Check the condition of guide bar each time chain is sharpened. A worn guide bar will from the guide bar and sprocket hole.
  To maintain guide bar:

  Move ON/STOP switch to STOP. After each use, ensure ON/STOP switch is in the STOP position, then clean all sawdust damage the chain and make cutting difficult
- Loosen and remove bar nuts and clutch

cover. Remove bar and chain from saw. Clean the oil holes and bar groove after each 5 hours of operation



- Burring of guide bar rails is a normal process of rail wear. Remove these burrs
- with a flat file.
  When rail top is uneven, use a flat file to restore square edges and sides.



Worn Groove

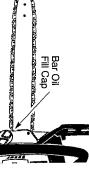
Correct Groove

Replace guide bar when the groove is worn, the guide bar is bent or cracked, or when excess heating or burning of the rails occurs. If replacement is necessary, use only the guide bar specified for your saw in the repair parts list or on the decal located on the chain saw.

### CHECK FUEL MIXTURE LEVEL

See FUELING ENGINE under the OP-ERATION section.

### LUBRICATION



INSPECT AND CLEAN UNIT AND See GUIDE BAR AND CHAIN OIL under the OPERATION section.

- After each use, inspect complete unit for loose or damaged parts. Clean the unit and decals using a damp cloth with a mild deter-
- CHECK CHAIN BRAKE
  See CHAIN BRAKE in the OPERATION gent.
  Wipe off unit with a clean dry cloth.

### section. CLEAN AIR FILTER

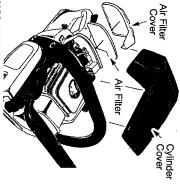
**CAUTION:** Do not clean filter in gasoline or other flammable solvent to avoid creating a fire hazard or producing harmful evaporative emissions

### Cleaning the air filter:

Clean more frequently in dusty conditions. A used air filter can never be completely cleaned. It is advisable to replace your air filmance of the engine and increases fuel con-sumption and harmful emissions. Always eration, or annually, whichever comes first. clean your air filter after 10 tanks of fuel or 5 A dirty air filter decreases the life and perforter with a new one after every 50 hours of ophours of operation, whichever comes first Loosen 3 screws on cylinder cover.

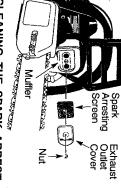
- Remove cylinder cover.

  Remove air filter cover and air filter.
- Clean the air filter using hot soapy water. Rinse with clean cool water. Air dry completely before reinstalling
- Reinstall air filter and air filter cover. Reinstall cylinder cover and 3 screws.



### As the unit is used, carbon deposits build up INSPECT MUFFLER AND SPARK ARRESTING SCREEN

on the muffler and spark arresting screen Replace the spark arresting screen if breaks and must be removed to avoid creating a fire nazard or affecting engine performance.



### CLEANING THE SPARK ARREST-NG SCREEN

eration or annually, whichever comes first Cleaning is required every 25 hours of op-Loosen and remove the nut from the ex-

- naust outlet cover.
- Remove the exhaust oulet cover. Remove spark arresting screen. Handle
- Clean the spark arresting screen gently with a wire brush. Replace screen if breaks are found. screen carefully to prevent damage.
- Replace any broken or cracked muffler
- outlet cover, and nut. Tighten nut securely. Reinstall spark arresting screen, exhaust

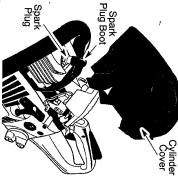
### REPLACE SPARK PLUG

The spark plug should be replaced each year to ensure the engine starts easier and runs better. Ignition timing is fixed and nonlustable.

with the Canadian standard ICES-002. This spark ignition system complies

- oosen 3 screws on cylinder cover.
- Pull off the spark plug boot. Hemove the cylinder cover.
- Remove spark plug from cylinder and
- Replace with Champion RCJ-7Y spark plug and tighten securely with a 3/4 inch

- 76 should be 0.025 inch (0,6 mm). Reinstall the spark plug boot. Reinstall the cylinder cover (19 mm) socket wrench. Spark plug gap
- screws. Tighten securely. and ω



### REPLACE FI

To replace fuel filter, drain your unit by run-ning it dry of fuel. Remove fuel cap and its connected retainer from tank. Pull filter from tank and remove from line. Replace and re-

### CHAIN SHARPENING See CHAIN TENSION in ASSEMBLY section CHAIN ADJUSTMENT

ening techniques and/or depth gauge maintewhich can result in serious injury. nance will increase the chance of WARNING: Improper chain sharp-KICKback

when handling chain. The chain is sharp and can cut you even when it is not moving WARNING: Wear protective gloves

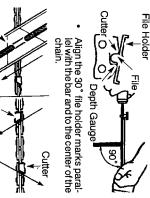
Conditions which indicate the need for chain

- snarpening: Reduction in size of wood chips. The size of the wood chip will decrease as the chain gets duller until it becomes more like a powder than a chip. Note that dead or rotted wood will not produce a good chip.
- Saw cuts to one side or at an angle. Saw has to be forced through the cut.

### Tools required:

- 5/32 inch (4 mm) diameter round file and
- Flat file
- TO SHARPEN CHAIN: Depth gauge tool
- Move ON/STOP switch to the STOP
- ω Check chain for proper tension. Adjust chain tension if necessary. See CHAIN ENSION section.
- Sharpen cutters on the top edges of the cutter and To sharpen the cutters, position the file holder level (90°) so that it rests

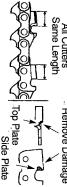
depth gauge. NOTE: The right hand cutters The chain has both left and



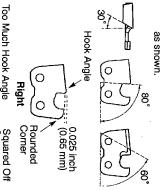
File Holder Line

- chain first. File from the inside of each cutter to the outside. Then, turn the Sharpen cutters on one side of the chain saw around and repeat the procutter to the outside. File on the forward stroke only. Use 2 cess for the other side of the chain
- or 3 strokes per cutting edge. all cutters the same length
- when filing.
  File enough to remove any damage plate of cutter). cutting edges (side plate and top

All Cutters Remove Damage



File chain to meet the specifications as shown.



Wrong Squared Off Corner

hook angle according to the manufacturer's specifications for the chain you are using. Improper hook angle will increase the chance of high report hook angle will increase the chance of high reports. WARNING: cickback which can result in serious injury. Check and lower depth gauges to the manufacturer's Maintain the proper

> Depth Gauge Tool Depth Gauge

- Place gauge tool on cutter.
  If the depth gauge is higher than the Maintain rounded the depth gauge tool. depth gauge tool, file it level to the top of front corner 으
- depth gauge with a flat file. **NOTE:** The very top of the depth gauge should be flat with the front half rounded off with a flat file.

about performing this procedure, contact your authorized service dealer or call our customer assistance help line at 1-800-554-6723. If you require further assistance or are unsure

### CARBURETOR ADJUSTMENT

ing during most of this procedure. Wear your protective equipment and observe all safety precautions. The chain must not move at idle A WARNING: The chain will be mov-

 Chain moves at idle. See IDLE SPEED-T factory. Adjustments may be necessary he carburetor has been carefully set at the

- Saw will not idle. See IDLE SPEED-T adadjusting procedure.
- justing procedure.

### Idle Speed-T

movement (idle too fast) or stalling (idle too slow). The idle speed screw is located in the area above the primer bulb and is labeled T. Allow engine to idle. If the chain moves, idle too fast. If the engine stalls, idle is too slow. A ust speed until engine runs without chain

- engine speed.
  Turn idle screw (T) counterclockwise to Turn idle screw (T) clockwise to increase
- decrease engine speed.

about performing this procedure, contact your authorized service dealer or call our customer assistance help line at 1-800-554-6723. If you require further assistance or are unsure

### COOLING SYSTEM

To keep the working temperature as low as possible the machine is equipped with a cooling system.
The cooling system consists of:
Air intake on the starter

- Air guide plate
- Fins on the flywheel
   Cooling fins on the cylinder
- Cylinder cover (directs cold air over the cylinder

each use, more often in demanding condi-tions. A dirty or blocked cooling system re-sults in the machine overheating which Clean the cooling system with a brush after causes damage to the piston and cylinder.

6

### STORAGE

### steps after each use: **A** WARNING:

- Allow the engine to cool, and secure the Perform the following
- unit before storing or transporting.

  Store chain saw and fuel in a well ventilated area where fuel vapors cannot reach sparks or open flames from water heaters, electric motors or switches, furnaces, etc.

  Store chain saw with all guards in place
- and position chain saw so that any sharp object cannot accidentally cause injury.

  Store chain saw well out of the reach of

### SEASONAL STORAGE

Prepare your unit for storage at the end of the season or if it will not be used for 30 days or more.

If your chain saw is to be stored for a period of time:

- Clean saw thoroughly before storage.
  Store in a clean dry area.
  Lightly oil external metal surfaces and guide bar.
  Oil the chain and wrap it in heavy paper or

FUEL SYSTEM
Under FUELING ENGINE in the OPERATION section of this manual, see message labeled IMPORTANT regarding the use of gasohol in your chain saw.

Fuel stabilizer is an acceptable alternative in minimizing the formation of fuel gum deposits during storage. Add stabilizer to the gasoline in the fuel tank or fuel storage container.

after adding stabilizer Follow the mix instructions found on stabilizer containers. Run engine at least 5 minutes

If you do not use this oil, you can add a fuel stabilizer to your fuel tank. Poulan/WEED EATER 40:1, 2-cycle engine oil (air cooled) is blended with fuel stabilizer.

### © ®

During storage of your gas/ oil mixture, the oil will sepa-rate from the gas. We recommend that you HELPFUL TIP

- Remove spark plug and pour 1 teaspoon of 40:1, 2-cycle engine oil (air cooled) through the spark plug opening. Slowly pull the starter rope 8 to 10 times to distribute oil.
  Replace spark plug with new one of recommended type and heat range.
  Clean air filter. ENGINE shake the gas can weekly to insure proper blending of the gas and oil.
- Check entire unit for loose screws, nuts, and boits. Replace any damaged, broken, or worn parts.
  At the beginning of the next season, use only fresh fuel having the proper gasoline to oil ratio.

### OTHER

- Do not store gasoline from one season to
- another. Replace your gasoline can if it starts to

### TROUBLESHOOTING TABLE

**A WARNING:** Always stop unit and disconnect spark plug before performing all of the recommended remedies below except remedies that require operation of the unit.

TROUBLE	CAUSE	REMEDY
Engine will not	4 1-14:	
start or will run	2. Engine flooded	2. See "Difficult Starling" in
only a few	i i i i i i i i i i i i i i i i i i i	Operation Section
seconds after	3. Fuel tank empty.	3. Fill tank with correct fuel mixture.
starting.	<ol><li>Spark plug not firing.</li></ol>	
	<ol><li>Fuel not reaching</li></ol>	<ol><li>Check for dirty fuel filter; replace.</li></ol>
	carburetor.	Check for kinked or split fuel line;
		repair or replace.
Engine will	<ol> <li>Idle speed requires</li> </ol>	1. See "Carburetor Adjustment" in the
not idle	adjustment.	Service and Adjustments Section
properly.	Carburetor requires	<ol><li>Contact an authorized service dealer.</li></ol>
Engine will not	A Air filtor dist	
accelerate	o Spark plus forded	1. Clean or replace air filter.
lacks nower	chain broke charact.	2. Clean of replace plug and regap.
or dies under	A Carburatar ranigageu.	o. Diserigage chain brake.
a load.	adjustment	4. Contact an authorized service dealer.
Engine	1 Too much oil mixed with	d Empty five teach and a few and
smokes	gasoline.	Correct fuel mixture
excessively.	,	
Chain moves	1. Idle speed requires	1. See "Carburetor Adjustment" in the
at idle speed.	adjustment.	Service and Adjustments Section.
	<ol> <li>Clutch requires repair.</li> </ol>	<ol><li>Contact an authorized service dealer</li></ol>

### LIMITED WARRANTY

warranty any defective gasoline chain saw as follows from the original date of purchase. from defects in material and workmanship and agrees to repair or replace under this original consumer purchaser that each new nousehold purposes. Poulan brand gasoline chain saw is free Poulan, a division of Husqvarna Consumer Outdoor Products N.A., Inc., warrants to the YEAR - Parts and Labor, when used for

60 DAYS - Parts and Labor, when used for commercial, professional, or income pro-

ducing purposes.
30 DAYS - Parts and Labor, if used for rental

not specifically recommended by **Poulan** for this chain saw. This warrarnty does not cover tune-up, spark plugs, filters, starter ropes, chain sharpening, bars, chains, and other parts which wear and require replacement with reasonable use during the warrarnty period. This warranty does not cover predelivery setup installation of guide bar and chain, and normal adjustments explained in the instruction manual transport of the control of t ranty, you must return the product to an auwarranty does not cover transportation costs cover damage or liability caused by improper handling, improper maintenance or alteration, or the use of accessories and/or attachments thorized service dealer. In the event you have a claim under this warsuch as chain tension adjustments. This his warranty is not transferable and does not

Should you have any unanswered questions concerning this warranty, please contact:

> Poulan, a division of Husqvarna Consumer Outdoor Products N.A., Inc. 9335 Harris Corners Parkway Charlotte, NC 28269 1-800-554-6723 850 Matheson Blvd. West

spondence to emission.warranty@HCOPemission.com. WARRANTY COMMENCE.
MENT DATE: The warranty period begins on the date the small off-road engine is purchased. LENGTH OF COVERAGE: This warranty shall be for a period of two years from the initial date of purchase, or until the end of the product warranty (whichever is longer). WHAT IS COVERED: REPAIR OR REPLACEMENT OF PARTS. Repair or re-

warranted parts caused by the use of addon or modified parts. HOW TO FILE A CLAIM: If you have any questions regarding your warranty rights and responsibilities, you should contact your nearest authorized

can be grounds for disallowing a warranty claim. Poulan is not liable to cover failures of

at 1-800-554-6723, or send e-mail correquestions regarding your warranty rights and responsibilities, you should contact your of time, not to exceed 30 days. If you have any should be completed in a reasonable amoun

authorized service center, call Poulan

components caused by the failure of a warranted part still under warranty. WHAT IS
NOT. COVERED: All failures caused by
abuse, neglect, or improper maintenance
are not covered. ADD-ON OR MODIFIED
PARTS: The use of add-on or modified parts

may be liable for damages to other engine

nearest

In Canada, contact:

Mississauga, Ontario L5V 0B4

placement as required maintenance, or which's scheduled only for regular inspection to the effect of "repair or replace as necessary\*-shall be warranted for 2 years. Any warranted part which is scheduled for replacement as required maintenance shall be

charge to the owner if the part is under warranty. **EMISSION CONTROL WARRANTY** any warranty maintenance or repair on emission related parts will be provided without

nearest authorized service center, call Poulan at 1-800-554-6723, or send e-mail correspondence to emission warrant/09Hc0P-emission.com. WARRANTY PERIOD: Any warranted part which is not scheduled for re-

Call: 1-800-554-6723 or send e-mail correspondence to emission.warranty@HCOP-emission.com. MAINTENANCE, REPLACE. MENT AND REPAIR OF EMISSION RELATED PARTS: Any Poulan approved replacement part used in the performance of

service center, call Poulan at 1-800-554-6723, or send e-mail correspondence to emission.warranty@HCOP-emission.com. WHERE TO GET WARRAN-TY SERVICE: Warranty services or repairs shall be provided at all Poulan service centers.

any questions regarding your warranty rights and responsibilities, you should contact your formed at no charge to the owner at an approved Poulan servicing center. If you have placement of any warranted part will be per-

warranted for the period of time up to the first

tinue models, designs, specifications, and accessories of all products at any time without notice or obligation to any purchaser. prove its products. Therefore, **Poulan** reserves the right to change, modify, or discon-

NO CLAMS FOR CONSEQUENTIAL OR OTHER DAMAGES WILL BE ALLOWED, AND THERE ARE NO OTHER EXPRESS WARRANTIES EXCEPT THOSE EXPRESSLY STIPULATED HEREIN.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. This is a limited warranty within the meaning of that term as defined in the Magnuson-Moss Act of 1975. from whom it was purchased.
THIS WARRANTY GIVES YOU SPECIFIC
THIS WARRANTS, AND YOU MAY HAVE
OTHER RIGHTS, WHICH VARY FROM
STATE TO STATE. The policy of **Poulan** is to continuously Giving the model number, serial number and date of purchase of your product and the name and address of the authorized dealer

CONSEQUENTIAL DAMAGES:

scheduled replacement point for that part. **DIAGNOSIS:** The owner shall not be charged for diagnostic labor which leads to the determination that a warranted part is defective if the diagnostic work is performed at an approved Poulan servicing center.

(if equipped), fuel tank and cap. MAINTE-NANCE STATEMENT: The owner is re-sponsible for the performance of all

spark plug (covered up to maintenance sched-PARTS LIST: Carburetor, air filter (covered up

maintenance schedule), ignition system:

le), ignition module, muffler including cataly

sponsible for the performance of all required maintenance as defined in the instruction

The information on the product label indicates which standard your engine is certified. Example: (Year) EPA and/or CALIFORNIA. EMISSION CONTROL INFORMATION
THIS ENGINE METS EXH AND EVP EMISSIONS REGULATIONS
FOR 2011 US EPA/CALIFORNIA SMALL OFF ROAD ENGINES FAMILY/DISP THE LOWER THE AIR INDEX, THE LESS POLLUTION REFER TO OWNER'S MANUAL FOR MAINTENANCE SPECIFICATIONS AND ADJUSTMENTS EMISSION COMPLIANCE PERIOD POULAN/WEED EATER THE AIR INDEX OF THIS ENGINE IS BAR CODE HOURS

### U.S. EPA/CALIFORNIA/ENVIRONMENT CANADA **EMISSION CONTROL W** ARRANTY STATEMENT

control system on your small off-road engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your small off-road engine. Your emission control system includes parts such as the carburetor, the ignition system and the fuel tank. Where a warrantable condition exists, Poulan will repair your small off-road engine at no cost to you. Expenses covered under warranty include diagnosis, parts and labor. MANUFACTURER'S WARRANTY COVERAGE: If any emissions related part on your engine (as listed under Emissions Control Warranty Parts List) is detem warranty on your year 2011 and later small off-road engine. In California, all small off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. Poulan must warrant the emission-YOUR WARRANTY RIGHTS AND OB-LIGATIONS: The U.S. Environmental Protection Agency, California Air Resources Board, Environment Canada and Poulan are pleased to explain the emissions control sys-

scheduled maintenance. As the small off-road engine owner, you should be aware that Poulan may deny you warranty coverage if your small off-road engine or a part of it has failed due to abuse, neglect, improper main-tenance, unapproved modifications, or the use of parts not made or approved by the original equipment manufacturer. You are responsible for presenting your small off-road engine to an Poulan authorized repair center covering maintenance on your small off-road engine, but Poulan cannot deny war-ranty solely for the lack of receipts or for your failure to ensure the performance of off-road engine owner, you are responsible for the performance of the required maintefective or a defect in the materials or workman-ship of the engine causes the failure of such an lan recommends that you retain all receipts nance listed in your instruction manual. Pouemission related part, the part will be repaired or replaced by Poulan. OWNER'S WAR-RANTY RESPONSIBILITIES: As the small

> This engine is certified to be emissions compliant for the following use Moderate (50 hours)

X Intermediate (125 hours) Extended (300 hours)

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### RICHARDSON, PATRICK, LLC WESTBROOK & BRICKMAN

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August 21, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue Kohler Engines, Simpson Cleaning Systems, and The Home Depot for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Kohler Engines, Simpson Cleaning Systems, and The Home Depot (collectively "the proposed Defendants") for numerous violations of the CAA.

Kohler Engines manufactures a wide variety of engines for a number of different markets. Its engines are used for consumer lawn and garden, commercial turf, industrial, and construction applications. Kohler Engines is part of a larger Kohler Co., which was founded in 1873. It is a private company.

Simpson Cleaning Systems is a manufacturer of premium industrial grade cold-water pressure washers for the contractor / industrial markets. It is a subsidiary of the FNA Group.

The Home Depot is a retail store that imports and sells, among many things, outdoor power devices, such as products manufactured by Kohler. Under the CAA, the term "manufacturer" is defined broadly. The term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

### **LEGAL AUTHORITY**

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition engines.

Our review of the proposed Defendants' warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from The Home Depot a Simpson Cleaning System pressure washer that utilizes a Kohler 2000 series engine. The pressure washer came with owner's manuals for both the Kohler engine and the Simpson pressure washer. Below we have detailed the most significant violations that we have discovered.

### Kohler

### 1. Kohler's Owner's Manual

As an initial matter, a booklet titled "Limited Warranty-Kohler Engine" is not included in the owner's manual but rather is found separate and apart in the box. This configuration violates 40 C.F.R. § 1054.120(e) that requires manufacturers to:

Describe <u>in the owners manual</u> the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining warranty service consistent with the requirements of paragraph (f) of this section.

(Emphasis added). By not being part of the owner's manual, this "Emission Control Warranty" is subject to being misplaced or lost.

Kohler's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Kohler warranty does not include the required language. Instead, on page 5 of the owner's manual it states:

Normal maintenance, replacement or repair of emission control devices and systems may be performed by any repair establishment or individual; however, warranty repairs must be performed by a Kohler authorized dealer found at KohlerEngines.com or 1-800-544-244 (U.S. and Canada).

Kohler's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Kohler facilities and parts is a clear violation of the regulation.

Kohler's owner's manual also violates 40 C.F.R. § 1054.115(c) Altitude adjustments. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

On page 4 the Kohler owner's manual includes the altitude range for which proper performance would be expected, but fails to include all the required language. The owner's manual does not state that "operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance."

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Kohler may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

### 2. Limited Warranty-Kohler Engines

As discussed above, included in the box along with the owner's manual is a document entitled "Limited Warranty-Kohler Engines". Kohler may argue this document satisfies its warranty responsibilities under the Clean Air Act. However, it also contains numerous violations of the CAA.

Kohler's limited warranty violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The first sentence of the warranty limits the warranty to the "original retail purchaser" only.

Kohler's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On the front page of the document, Kohler sets forth a chart with various engine series with different coverage periods for residential versus commercial use. For example, with respect to the 2000 Series engine possessed by SCCAI, the warranty states 2 years for "residential use" but only 90 days for "commercial use". Such "commercial use" limitations are not provided for in the CAA.

Kohler's limited warranty also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

The document states: "Kohler Co.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair, or replacement of such part or parts as found to be defective following an inspection by Kohler Co. or an authorized service facility designated by Kohler Co." On page 2 of the document it states: "You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists." The statement is repeated on pages 3 and 4. Additionally, on page 1 under the headline EXCLUSIONS the warranty purports not to cover failures caused by "the use of non-Kohler replacement service parts." Such statements clearly violate the regulation.

Kohler's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Kohler warranty does not provide the required email address to assist in arranging warranty repairs.

Additionally, the Kohler warranty fails to provide a complete list of the components required to be covered by the CAA found in 40 C.F.R. § 1068 Appendix I. By not providing a complete list of covered parts, an owner might incorrectly believe that an emissions component is not covered. Even worse, the Kohler warranty actually disclaims covering parts of the emissions control system such as spark plugs, air filters, and oil filters.

Finally, the Kohler limited warranty contains the following statement:

KOHLER MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON KOHLER'S BEHALF.

The use of this "in lieu" language is a violation of 40 C.F.R. § 1054.120(e). Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the limited warranty. On its face, the "in lieu" language contradicts the existence of the Emission Warranty Statements found on page 2.

### Simpson

In addition to the owner's manual and the document Limited Warranty-Kohler Engines, included with the purchase of the pressure washer is a Simpson Premium Washer Instruction Manual. This document also fails to meet many of the Clean Air Act warranty requirements.

On page 19 of the manual, Simpson states: "The engine warranty is covered under the terms and conditions as outlined by the engine manufacturer's warranty contained herein and is sole responsibility of the engine manufacturer." Many parts of the emission control system are not part of the engine itself, *i.e.* the gas tank. As such Simpson's warranty needs to meet all the requirements of the Clean Air Act. Furthermore, the Clean Air Act does not provide for manufacturers to pass off their CAA responsibilities to component part manufacturers. Even if Simpson could pass off its CAA responsibilities to Kohler, we have already detailed above the numerous CAA deficiencies in the Kohler warranty.

Simpson's manual violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Simpson manual does not include the required language on the first page of maintenance. In fact, on page 19 Simpson states:

To process a warranty claim on your SIMPSON pressure washer, report the concern to <a href="https://www.simpsoncleaning.com">www.simpsoncleaning.com</a> for authorization and direction to the nearest authorized service center in your area.

Simpson's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Simpson authorized service centers is a clear violation of the regulation.

Simpson's warranty violates 40 C.F.R. § 120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). Simpson's limits the warranty to the "original purchaser".

Simpson's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Simpson warranty does not provide the required email address to assist in arranging warranty repairs.

### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like the proposed Defendants that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing the proposed Defendants, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendants future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity (COC) are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitiveplaying field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendants' owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Kohler's and Simpson's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by these proposed Defendants. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: KOHLER Co.

444 Highland Drive Kohler, Wisconsin 53044

Herbet Kohler, Jr. CEO
David Kohler, President
Thomas Cromwell, President Engine Business
James M. (Buddy) Robinson IV, Senior Vice President-General Counsel and Corporate Secretary

THE HOME DEPOT
Craig A. Menear, CEO The Home Depot
Teresa Wynn Roseborough, VP General Counsel the Home Depot

**EPA** 

Evan Belser, EPA, Air Enforcement Division SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201 SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

FNA Group Inc. DBA SIMPSON 7152 99th St, Pleasant Prairie, WI 53158 Gus Alexander, President and Chief Executive Officer

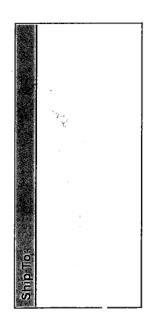


# homedepot.com

1-800-430-3376

Monday - Sunday: 6 am to 2 am ET

# Thank you for your order!





Customer Order #: W373587067 Purchase Order #: 15513766

Date: 6/5/15

Ship Via: Ground (carrier not specified)

### Message



### KOHLER-RH265 MegaShot-3000-PSI-2.4-GPM Gas Herm Desembling Internati Numiber 205905322 Model Number 60763

Pressure Washer

# Return Form - Please detach and retum with items

Customer Order #: W373587067 Customer Name: luc de gaspe

PO# 15513766

Number InternetiNumber (A) Nom Despaintion Return G	205905322 KOHLER RH265 MegaShot 3000-PSI 2.4-GPM Gas Pressure		
Model Number	60763		

### Return Policy Basics

For our complete return policy, please visit www.homedepot.com/returns

- unused, like-new condition, unless noted in our return policy Most merchandise must be returned within 90 days in exception on homedepot.com
- If available, use original packaging to return all items.
- All refunds will be credited back to the original form of payment within 3-5 business days of carrier pickup.
- when returning an item due to general dissatisfaction or Shipping costs will not be paid by The Home Depot purchaser regret.

### To Prepare Your Return

### 3 Easy Options

# A. Return to Store (Fastest Way to Receive Your Refund)

- e-mail to your local Home Depot store for a product refund Bring the item(s) with a copy of your shipping confirmation
- Complete the Returned Items area located on the bottom charges will be billed to your credit card)

Ship the package using our prepaid returns label

of this page and place a copy of this form in the box. Apply the prepaid label over the top of the original shipping label and take to a shipping location of the parcel carrier on the label. Pack the item in original packaging.

### C. Call our Customer Service Center

• To arrange for carrier pickup, call our Customer Service Center at 1-800-430-3376.

Custom made products such as paint samples and custom blinds are not returnable. liquids or gas from being returned through the mail. NOTE: Federal law prohibits items that use flammable

### Reason Code Options:

01 = Defective Merchandise

09 = Damage Merchandise

13 = Received Wrong Product 12 = Late Delivery

14 = Changed Mind/Didn't Like 15 = Ordered Wrong Product

Thank you for shopping at The Home Depot and please come again soon!

### **Limited Warranty - Kohler Engines**

Kohler Co. warrants to the original retail purchaser that each new engine will be free of manufacturing defects in materials and workmanship for the applicable coverage period set forth below, beginning on the date of purchase; provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

	Туре	of Use	U.S.A. Emission
Engine Series	Residential	Commercial	Refer to Section
Aegis <sub>®</sub>	3 Years	3 Years	B or C
Command PRO	3 Years	3 Years	B or C
Command PRO <sub>®</sub> CS	2 Years	2 Years	Α
Command PRO <sub>®</sub> EFI	3 Years	3 Years	B or C
Command PRO <sub>®</sub> (Single Cylinder)	3 Years	3 Years	В
Courage	2 Years	90 days	A
Courage PRO <sub>®</sub>	2 Years	1 Year	A
Confidant, with Optional Commercial Durability Package	3 Years	3 Years	В
Confidant <sub>ii</sub>	3 Years	2 Years	. В
XT Series,	2 Years	90 days	. А
2000 Series,	2 Years	90 days	Α
3000 Series,	2 Years	90 days	Α
7000 Series <sub>™</sub>	2 Years	90 days	Α
K-Series <sub>®</sub>	1 Year	1 Year	N/A
Magnum <sub>e</sub>	2 Years	2 Years	N/A
OHC/Triad <sub>®</sub>	2 Years	2 Years	N/A

Kohler Co.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair, or replacement of such part or parts as found to be defective following an inspection by Kohler Co. or an authorized service facility designated by Kohler Co.

### LIMITATIONS

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

### **EXCLUSIONS:**

The following items are not covered by this warranty. •

- Damage caused by: (i) an accident or casualty; (ii) unreasonable use or neglect; (iii) normal wear; (iv) premature wear from improper maintenance; (v) improper storage; (vi) old or contaminated fuel left within the fuel system, which includes but is not limited to tanks, fuel lines, carburetors or fuel injection components.
- Failures caused by: (i) faulty repairs made by any party other than Kohler Co. or an authorized service facility designated by Kohler Co.; (ii) use of non-Kohler replacement service parts; or (iii) an act beyond the control of Kohler Co., which includes but is not limited to theft, vandalism, fire, lightning, earthquake, windstorm, hail, volcanic eruption, flood or tornado.
- Transportation charges in connection with the repair or replacement of defective parts.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co.
- · Rental of equipment during performance of warranty repairs.
- Fuel, lubricating oil, air filters, oil filters, spark plugs or coolant/antifreeze.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. KOHLER CO. MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON KOHLER CO. BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country (www.KohlerEngines.com), or state to state within U.S.A.

### TO OBTAIN WARRANTY SERVICE:

Original retail purchaser must bring the engine to an authorized service facility designated by Kohler Co. found by visiting www. KohlerEngines.com or telephone 1-800-544-2444 (U.S.A. and Canada).

ENGINE DIVISION, Kohler Co., Kohler Wisconsin



### **Emission Warranty Statements**

### Section A: SORE - Two Years

### CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE EMISSIONS CONTROL WARRANTY STATEMENT

### YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2015-2017 Small Off-Road Engine ("SORE") and engine powered equipment as applicable. In California and the USA, SORE and engine powered equipment must be designed, built and equipped to meet California and US EPA stringent anti-smog SARE and engine powered equipment for the ported listed below provided there has been no abuse, posted or impressed equipment for the ported listed below provided there has been no abuse. engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, belts and other associated components. For engines less than or equal to 80 cc, only the fuel tank is subject to the evaporative emission control warranty requirements of this section (California only).

### MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later SORE and evaporative emission control system is warranted for two years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler Co.

### OWNER'S WARRANTY RESPONSIBILITIES:

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your SORE or engine powered equipment, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that Kohler Co. may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444 or visit www.KohlerEngines.com.

### **GENERAL EMISSIONS WARRANTY COVERAGE**

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- (4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any nonexempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

### PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- ·Oxygen sensor
- · Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- · Fuel line, fuel line fittings and clamps
- · Spark advance module
- Crankcase breather
- Air Injection System
- Air pump or pulse valve assembly
   Control/distribution valve
- Distribution manifold
- Air hoses
- Vacuum lines
- · Ignition module(s) with high tension lead

- · Gaseous fuel regulator
- Electronic control unit
- · Carburetor or fuel injection system
- Fuel metering valve
   Air filter, fuel filter, and spark plugs (only to first replacement point)
- Evaporative System
- Canister
- Canister filter
- Vapor hose
- Orifice connector
- Fuel Tank
- Fuel Cap
- Primer bulb canister

This Emission Control Systems Warranty shall not cover any of the following:

(a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.

(b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

### Section B: SORE - Three Years

### CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE EMISSIONS CONTROL WARRANTY STATEMENT

### YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2015-2017 Small Off-Road Engine ("SORE") and engine powered equipment as applicable. In California and the USA, SORE and engine powered equipment must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emissions control systems on your SORE and engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, belts and other associated components. For engines less than or equal to 80 cc, only the fuel tank is subject to the evaporative emission control warranty requirements of this section (California only).

### MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later SORE and evaporative emission control system is warranted for three years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler Co.

### **OWNER'S WARRANTY RESPONSIBILITIES:**

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your SORE or engine powered equipment, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that Kohler Co. may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444 or visit www.KohlerEngines.com.

### GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- (4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any nonexempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

### PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
  Spark advance module
- Crankcase breather
- Air Injection System
- Air pump or pulse valve assembly
- Control/distribution valve
- Distribution manifold
- Air hoses
- Vacuum lines
- · Ignition module(s) with high tension lead

- Gaseous fuel regulator
- Electronic control unit
- · Carburetor or fuel injection system
- Fuel metering valve
  Air filter, fuel filter, and spark plugs (only to first replacement point)
  • Evaporative System
- Canister
- Canister filter
- Vapor hose
- Orifice connector
- Fuel Tank
- Fuel Cap
- Primer bulb canister

### Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

3

### Section C: LSI<1L - Three Years

### California and Federal Exhaust Emission Control Warranty Statement

Your Warranty Rights and Obligations
The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust emission control systems warranty on your 2015-2017 Off-Road Large Spark-Ignition engine displacing less than 1 liter ("LSI <1L") and engine powered equipment as applicable. In California and the USA, LSI <1L must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emission control systems on your LSI <1L for the period listed below provided there has been no abuse, neglect or improper maintenance of your LSI <1L.

\*

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters.

### MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later LSI <1L exhaust emission control system is warranted for three years. If any exhaust emission-related part on your LSI <1L is defective, the part will be repaired or replaced by Kohler Co.

### **OWNER'S WARRANTY RESPONSIBILITIES:**

As the LSI <1L owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your LSI <1L, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the LSI <1L owner, you should however be aware that Kohler Co. may deny you warranty coverage if your LSI <1L or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your LSI <1L to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444 or visit www.KohlerEngines.com.

### GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is:

Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- (4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

### PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensorIntake manifold
- Exhaust manifold
- · Catalytic muffler
- Thermal reactor muffler
- · Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System (Air pump or pulse valve assembly, control/distribution valve, distribution manifold, air hoses, vacuum lines)
  Ignition module(s) with high tension lead
- Ğaseous fuel regulator
- Electronic control unit
- · Carburetor or fuel injection system
- Fuel metering valve
  Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)

### Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler Wisconsin



PREMIUM PRESSURE WASHER

MANUEL MANUAL MANUAL DE D'UTILISATION INSTRUCTION **NSTRUCCIONES** 



**MODELO** 

MODELE MODEL

MS60763-S



YOU PUMP! Ethanol Percentage -

<10% 🔘 🔘 15% – 30% – 85% DO NOT USE FUEL CONTAINING GREATER THAN 10% ETHANOL!

¡NO UTILICE COMBUSTIBLES QUE CONTENÇAN MÁS DE 10% DE ETANOL! N'UTILISEZ PAS UN CARBURANT DONT LA TENEUR EN ÉTHANOL EST SUPÉRIEURE À 10%!

Service Department at 1-877-362-4271 or www.simpsoncleaning.com If your pressure washer is not working properly or if there are parts missing or broken, please DO NOT RETURN IT TO THE PLACE OF PURCHASE. Contact our Customer

Si votre rondelle de pression ne travaille pas convenablement ou s'il y a des www.simpsoncleaning.com D'ACHAT. Contacter notre département de service clients à 1-877-362-4271 o parties manquant ou cassé, s'il vous plaît le PAS LE RETOURNE AU LIEU

Si su lavadora a presión no trabaja correctamente ó encuentra partes rotas ófaltantes, por favor NO LA REGRECE AL LUGAR DONDE LA COMPRO. Contáctese con nuestro Departamento de Servicio al Cliente llamando al 1-877-362-4271 ou www.simpsoncleaning.com

reads and understands these instructions before operating. IMPORTANT: Please make certain that the person who is to use this equipment carefully

attentivement ces instructions avant de l'utiliser. con cuidado y comprenda estas instrucciones antes de operar IMPORTANTE: Aségurese por favor de que la persona que vaya a utilizar este equipo lea IMPORTANT : Assurez-vous que toute personne qui utilisera cet équipement lise

VEA EL ESPAÑOL EN LA CONTRAPORTADA. INSTRUCTIVO DE OPERACIÓN CENTROS DE SERVICIO Y PÓLIZA DE GARANTÍA. ADVERTENCIA: LÉASE ESTE INSTRUCTIVO ANTES DE USAR EL PRODUCTO SAVE THIS MANUAL FOR FUTURE REFERENCE

CONSERVE ESTAS INSTRUCCIONES PARA FUTURAS CONSULTAS LISEZ ET CONSERVEZ CES INSTRUCTIONS

# **SAFETY GUIDELINES - DEFINITIONS**

This manual contains information that is important for you to know and understand. This information relates to protecting YOUR SAFETY and PREVENTING EQUIPMENT PROBLEMS. To help you recognize this information, we use the symbols below. Please read the manual and pay attention to these symbols.

⚠ DANGER: Indicates an imminently hazardous situation which, if not avoided will result in death or serious injury.

**NWARNING:** Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.

**NAME :** Indicates a potentially hazardous situation which, if not avoided, **may** result in **minor or moderate injury**.

**NOTICE:** Indicates a practice **not related to personal injury** which, if not avoided **may** result in **property damage**.

# IMPORTANT SAFETY INSTRUCTIONS

△ DANGER: Carbon Monoxide. Using an engine indoors can kill you in minutes. Engine exhaust contains high levels of carbon monoxide (CO), a poisonous gas you cannot see or smell. You may be breathing CO even if you do not smell engine exhaust.

- NEVER use an engine inside homes, garages, crawlspaces or other partly enclosed areas. Deadly levels of carbon monoxide can build up in these areas. Using a fan or opening windows and doors does NOT supply enough fresh air.
- ONLY use outdoors and far away from open windows, doors and vents. These
  openings can pull in engine exhaust.
- Even when the engine is used correctly, CO may leak into your home. ALWAYS use
  a battery-powered or battery backup CO alarm in your house. Read and follow all
  directions for CO alarm before using. If you feel sick, dizzy or weak at anytime,
  move to fresh air immediately. See a doctor. You could have carbon monoxide
  poisoning.

⚠ WARNING: This product may not be equipped with a spark-arresting muffler. If the product is not equipped and will be used around flammable materials or on land covered with materials such as agricultural crops, forest, brush, grass or other similar items, then an approved spark arrester must be installed and is legally required in the state of California. It is a violation of California statutes section 130050 and/or sections 4442 and 4443 of the California Public Resources Code, unless the engine is equipped with a spark arrester, as defined in section 4442, and maintained in effective working order. Spark arresters are also required on some U.S. Forest Service land and may also be legally required under other statutes and ordinances.

# SAVE THESE INSTRUCTIONS



# **△ DANGER: RISK OF EXPLOSION OR FIRE**

•	WHAT CAN HAPPEN  Spilled gasoline and it's vapors can become ignited from cigarette sparks, electrical arcing, exhaust gases and but enrine components such as the	
	electrical arcing, exhaust gases and hot engine components such as the muffler.	<ul> <li>Use care in filling tank to avoid spilling fuel.</li> <li>Move pressure washer away from fueling area before starting engine.</li> </ul>
•	Heat will expand fuel in the tank which could result in spillage and possible fire explosion.	Keep maximum fuel level 1/2" (12.7 mm) below bottom of filler neck to allow for expansion.
•	Operating the pressure washer in an explosive environment could result in a fire.	
•	Materials placed against or near the pressure washer can interfere with its proper ventilation features causing overheating and possible ignition of the materials.	<ul> <li>Never operate pressure washer in an area containing dry brush or weeds.</li> </ul>
•	Muffler exhaust heat can damage painted surfaces, melt any material sensitive to heat (such as siding, plastic, rubber, vinyl or the pressure hose, itself), and damage live plants.	<ul> <li>Always keep pressure washer a minimum of 4' (1.2 m) away from surfaces (such as houses, automobiles or live plants) that could be damaged from muffler exhaust heat.</li> </ul>
•	Improperly stored fuel could lead to accidental ignition. Fuel improperly secured could get into the hands of children or other unqualified persons.	<ul> <li>Store fuel in an OSHA approved contain- er, in a secure location away from work area.</li> </ul>
•	Use of acids, toxic or corrosive chemicals, poisons, insecticides, or any kind of flammable solvent with this product could result in serious injury or death.	<ul> <li>Do not spray flammable liquids.</li> </ul>



# **△ DANGER: RISK TO BREATHING (ASPHYXIATION)**

WHAT CAN HAPPEN  Breathing exhaust fumes will cause	WHAT CAN HAPPEN  Breathing exhaust fumes will cause • Operate pressure washer in a well-
serious injury or death! Engine exhaust contains carbon monoxide, an odorless and deadly gas.	ventilated area. Avoid enclosed areas such as garages, basements, etc.  Never operate unit in or near a location occupied by humans or animals.
<ul> <li>Some cleaning fluids contain substances which could cause injury to skin, eyes or lungs.</li> </ul>	<ul> <li>Some cleaning fluids contain</li> <li>Use only cleaning fluids specifically recsubstances which could cause injury ommended for high pressure washers. Follow manufacturers recommendations. Do not use chlorine bleach or any other corrosive compound.</li> </ul>



# ⚠ DANGER: RISK OF FLUID INJECTION AND LACERATION

WHAT CAN HAPPEN	WHAT CAN HAPPEN HOW TO PREVENT IT
pressures and velocities high enough	Replace the hose immediately if it is
to penetrate human and animal flesh	damaged, worn, has melted from
which could result in amputation or	contacting the engine, or shows any signs
other serious injury. Leaks caused	of cracks, bubbles, pinholes, or other
by loose fittings or worn or damaged	leakage. Never grasp a high pressure
hoses can result in injection injuries.	hose that is leaking or damaged.
DO NOT TREAT FLUID INJECTION .	Never touch, grasp or attempt to cover a
AS A SIMPLE CUT! See a physician	pinhole or similar water leak on the high
immediately!	pressure hose. The stream of water IS
	under high pressure and WILL penetrate

- Never place hands in front of nozzle,
- Make sure hose and fittings are tightened and in good condition. Never hold onto the hose or fittings during operation. Direct spray away from self and others.
- Do not allow hose to contact muffler.
- fittings while system is pressurized. Never attach or remove wand or hose
- Injuries can result if system pressure is not reduced before attempting that is shorter in length than what was provided with this pressure washer as measured from the nozzle end of the with this pressure washer, DO NOT use a lance and/or lance/gun combination When using replacement lances or guns

•

engine, turn off water supply and pull gun trigger until water stops flowing. lance to the gun trigger.

To relieve system pressure, shut off

maintenance or disassembly.

higher than the rating of the pressure Use only accessories rated equal to or



# DANGER: RISK OF INJURY FROM SPRAY

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	WHAT CAN HAPPEN		HOW TO PREVENT IT	VENT IT
•	High-velocity fluid spray can cause Always wear ANSI-approved 287.1	•	Always wear ANSI-	-approved Z87.1
	objects to break, projecting particles	(0	safety glasses. Wear protective clothing	protective clothing
	at high speed.	~	to protect against accidental spraying.	dental spraying.
		•	Never point wand at or spray people or	or spray people or
ı		ς,	animals.	
•	Light or unsecured objects can Always secure trigger lock when wand	•	Always secure trigger	lock when wand
	become hazardous projectiles.		is not in service to prevent accidental	prevent accidental
		_	operation.	
		•	Never permanently secure trigger in pull-	cure trigger in pull-
1	7,000		back (open) position.	



# $\mathbb{Z}_{igwedge}$ DANGER: RISK OF-UNSAFE OPERATION

WHAT CAN HAPPEN		HOW TO PREVENT IT
washer could lead to serious injury or	•	Do not use chlorine bleach or any other corrosive compound.
death to you or others.	•	Become familiar with the operation and
		controls of the pressure washer.
	•	Keep operating area clear of all persons,
		pets and obstacles.
	•	Do not operate the product when fatigued
		or under the influence of alcohol or drugs.
		Stay alert at all times.
	•	Never compromise the safety features of
		this product.
	•	Do not operate machine with missing,
		broken or unauthorized parts.
	•	Never leave wand unattended while unit is
	Γ	running.
followed engine can kinkbank causing	•	If engine does not start after two pulls,
serious hand and arm injury		pressure. Pull starter cord slowly until
		resistance is felt. Then pull cord rapidly to
		avoid kickback and prevent hand or arm
		injury.
The spray gun/wand is a powerful •	•	Keep children away from the pressure
cleaning tool that could look like a toy to a child.		washer at all times.
Reactive force of spray will cause gun/ •	•	Do not overreach or stand on an unstable
wand to kickback, and could cause		support.
	•	Do not use pressure washer while
the spray. Improper control of gun/		adder.
can result in injuries to self and	•	Grip gun/wand firmly with both hands.
Others;		Expect the gun to kickback when triggered
		1.09



WHAT CAN HAPPEN

### Fuel or oil can leak or spill and could paint or other surfaces in vehicles or result in fire or breathing hazard Fuel or oil leaks will damage carpet, Serious injury or death can result.

Oil could fill the cylinder and damage transported in an upright position. the engine if the unit is not stored or|•

HOW TO PREVENT IT

protect against damage to vehicle from protective mat when transporting to Always place pressure washer on a from tank before transporting. Only transport fuel in an OSHA-approved container. with a fuel shut-off valve, drain the fuel If pressure washer is equipped with a fuel leaks. leaks. If pressure washer is not equipped position before transporting to avoid fuel shut-off valve, turn the valve to the OFF

washer from vehicle immediately upon upright Always transport and store unit in an arrıval at your destination. position. Remove pressure

High-velocity fluid spray directed at

the like) could damage the sidewall pneumatic tire sidewalls (such as

resulting in serious injury.

found on automobiles, trailers and



### WHAT CAN HAPPEN DANGER: RISK OF ELECTRICAL SHOCK

HOW TO PREVENT IT

Spray directed at electrical outlets or switches, or objects connected to an electrical circuit, could result in a fatal away from electric outlets and switches. Unplug any electrically operated product before attempting to clean it. Direct spray



electrical shock

# 

any kind of flammable solvent with this product could result in serious injury or Use of acids, toxic or corrosive • WHAT CAN HAPPEN poisons, insecticides, or for use with pressure washers. cleaners and degreasers recommended product. Use only household detergents, or any other flammable materials with this Do not spray acids, gasoline, kerosene, **HOW TO PREVENT IT** 

chemicals,

eyes and skin from contact with sprayeo Wear protective clothing to materials protect



## MARNING: RISK OF BURSTING

Over inflation of tires could result in serious injury and property damage. WHAT CAN HAPPEN HOW TO PREVENT IT
Use a tire pressure gauge to check the tires pressure before each use and while

equipment used to inflate tires can fill small in small increments and frequently use the inflating tires; see the tire sidewall for the tire gauge to prevent over inflation. than the rating of the tire pressure. Add air pressure regulator on air supply to no more tires similar to these very rapidly. Adjust NOTE: Air tanks, compressors and similar correct tire pressure.

fan spray (40° nozzle) and keep the spray a minimum of 8" (20 cm) from the pneumatic tire sidewall. Do not aim spray On pressure washers rated above directly at the joint between the tire and 1600 PSI (11032 kPa) use the widest



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Contact with hot surfaces, such as engine exhaust components, could result in serious burn. WHAT CAN HAPPEN During operation, touch only the control surfaces of the pressure washer. Keep children away from the pressure washer at all times. They may not be able to recognize the hazards of this product. **HOW TO PREVENT IT** 



WHAT CAN HAPPEN

# **⚠ WARNING: RISK OF INJURY FROM LIFTING**

attempting to lift too heavy an object. Serious injury can result from • lifted by one person. Obtain assistance The pressure washer is too heavy to be from others before lifting. HOW TO PREVENT IT

SAVE THESE INSTRUCTIONS FOR FUTURE USE

### QUICK SETUP GUIDE

the engine instruction manual before operating pressure washer. riangle **WARNING:** To reduce the risk of injury, read the pressure washer instruction manual and

slide the handle assembly buttons snap into place. onto the frame until snap the snap buttons, and Place handle onto Install the Handle frame, depress

each use. Refer to Engine oil. Before starting engine, Owner's Manual for Check oil level prior to add the oil provided. The engine is Add/Check Oil shipped without

complete procedure.

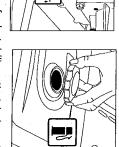
starting the engine. Refer to

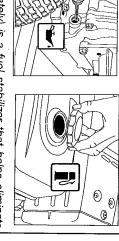
Wipe up spilled fuel before

Engine Owner's Manual

for complete procedure

or higher. Do not overfill. add fresh, high quality, pump octane rating of 86 unleaded gasoline with a C In a well ventilated outdoor area Add Gasoline



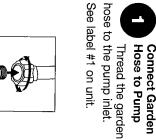


container and add to the gasoline. and prevent ethanol related problems in power equipment. Follow the instructions on the IMPORTANT: Ethanol Shield<sup>TM</sup> (sold separately) is a fuel stabilizer that helps eliminate

### QUICK START GUIDE

### 

- Never run engine indoors or in enclosed, poorly ventilated areas. Engine exhaust contains carbon monoxide, an odorless and deadly gas.
- allow the high-pressure spray to come in contact with unprotected skin, eyes or with Risk of fluid injection and laceration. When using the high-pressure setting, DO NOT any pets or animals. Serious injury will occur.





Connect the high pressure See label #2 on unit. hose to the pump outlet.



to the spray gun. the high pressure hose Thread the other end of









the end of the spray gun. Thread the spray wand into

Pull quick connect Nozzles to Spray Connect QC Wand

**Faucet** 

Completely On

Turn Water

coupler back and insert it is secure in coupler. twist nozzle to make sure nozzle. Release quick connect coupler and

> connected and turned on without water supply Do not run the unit

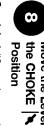
Use Cold Water Only.



Move the Lever to

System Release Air from

stream of water is present. Approximately 30 seconds pump and high pressure trigger until a steady ho**se** by depressing Release all air from



See label #8 on the engine.

Starter Grip Pull the Pull the Recoil

See label #9 on unit. start the engine.

recoil starter grip to



Lever to the FAST Position after Gradually move the



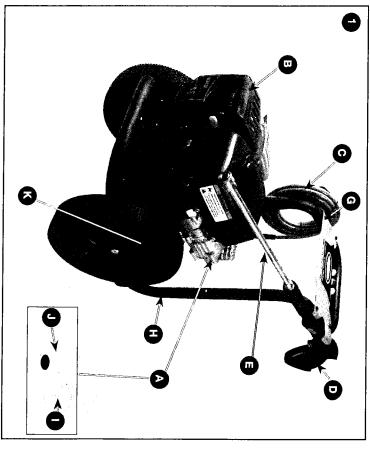
See label #10 on the engine

engine starts.

# GET TO KNOW THE PRESSURE WASHER

NOTE: Photographs and line drawings used in this manual are for reference only and do not represent a specific model.

Compare the illustrations with your unit to familiarize yourself with the location of various controls and adjustments. Save this manual for future reference.



# BASIC ELEMENTS OF A PRESSURE WASHER (FIG. 1)

- High Pressure Pump: Increases the pressure of the water supply.
- **Engine:** Drives the high pressure pump. Refer to the **Engine Owner's Manual** for location and operation of engine controls.
- **High Pressure Hose:** Carries the pressurized water from the pump to the gun and spray wand.
- **Spray Gun:** Connects with spray wand to control water flow rate, direction and pressure.

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- E. Spray Wand: See How To Use Spray Wand instructions in Operation section.
- F. Detergent Siphon Hose (not shown): Feeds cleaning agents into the pump to mix with the water. See How To Apply Chemicals/Cleaning Solvents instructions in *Operation* section.
- Handle

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Frame

- Pump Outlet
- Pump Inlet

### K. Quick Connect Nozzles

### BASIC ELEMENTS OF AN ENGINE

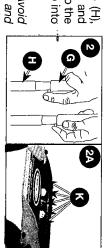
Refer to the Engine Owner's Manual for location and operation of engine controls.

Choke Control: Opens and closes carburetor choke valve.

**Starter Grip:** Pulling starter grip operates recoil starter to crank engine **Engine Switch:** Enables and disables ignition system.

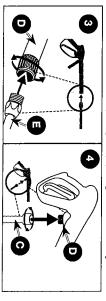
# ASSEMBLY INSTRUCTIONS (FIG. 2-4)

- Locate and remove all loose parts from the carton.
- Cut four corners of the carton from top to bottom and lay the panels flat.
- Place handle (G) onto frame (H), depress the snap buttons, and slide the handle assembly onto the frame until snap buttons snap into place.



**NOTICE:** Risk of personal injury. Avoid placing hands between handle and frame when assembling to prevent pinching.

- Remove the colored quick-connect nozzles (K) from the plastic bag and insert them into correct grommet on the nozzle holder. Nozzles are color coded to match colored nozzles on label.
- 5. Connect wand (E) to gun (D). Tighten securely.
- 6. Attach high pressure hose (C) to gun (D). Tighten securely



**NOTICE:** The engine is shipped without oil. Before starting engine, add the oil provided. Damage to the engine will occur if the engine is run without oil, this damage will not be covered under warranty.

**NOTE:** The pump on this unit is maintenance free and requires no oil. If there is a problem with the pump, contact our Customer Service Group on **www.simpsoncleaning.com** as soon as possible.

### **OPERATION**

## PRESSURE WASHER TERMINOLOGY

**PSI:** Pounds per Square Inch. The unit of measure for water pressure. Also used for air pressure, hydraulic pressure, etc.

**GPM:** Gallons per Minute. The unit of measure for the flow rate of water.

CU: Cleaning Units. GPM multiplied by PSI equals CU.

**Bypass Mode:** Allows water to re-circulate within the pump when the gun trigger is not pulled. This feature allows the operator to release the trigger gun and reposition themselves without having to turn the engine off in between cleaning actions.

**Thermal Relief Valve (L, Fig. 5):** When the temperature inside the pump rises too high, this valve will open and release a gush of water in an effort to lower the temperature inside the pump. The valve will then close.



**Detergent Injection System:** Mixes cleaners or cleaning solvents with the water to improve cleaning effectiveness.

**Water Supply:** All pressure washers must have a source of water. The minimum requirements for a water supply are 20 PSI and 5 Gallons Per Minute. If your water source is a well, the garden hose length can only be 30 ft. (9 m) max.

MARNING: To reduce the possibility of contamination always protect against backflow when connected to a potable water system.

# PRESSURE WASHER OPERATING FEATURES

### PRESSURE ADJUSTMENTS

The pressure setting is preset at the factory to achieve optimum pressure and cleaning. If you need to lower the pressure, it can be accomplished by these methods.

- 1. Back away from the surface to be cleaned. The further away you are, the less the pressure will be on the surface to be cleaned.
- Change to the 40° nozzle (white). This nozzle delivers a less powerful stream of water and a wider spray pattern. Refer to How To Use Spray Wand.

**NOTICE: DO NOT** attempt to increase pump pressure. A higher pressure setting than the factory set pressure may damage pump.

### **HOW TO USE SPRAY WAND**

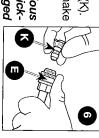
The nozzles for the spray wand are stored in the nozzle holder on the panel assembly. Colors on the panel identify nozzle location and spray pattern. Refer to the following chart to choose the correct nozzle for the job to be performed.

# CHANGING NOZZLES ON SPRAY WAND (FIG. 6)

△ DANGER: Risk of fluid injection. Do not direct discharge stream toward persons, unprotected skin, eyes or any pets or animals. Serious injury will occur.

MARNING: Flying objects could cause risk of serious injury. Do not attempt
to change nozzles while pressure washer is running. Turn engine off before
changing nozzles.

- Pull quick-connect coupler (E) back and insert nozzle (K).
- Release quick-connect coupler and twist nozzle to make sure it is secure in coupler.



NOZZLE COLOR	SPRAY PATTERN	USES	SURFACES*
Red	000	powerful pinpoint for spot cleaning of hard, unpainted surfaces or for high reach areas	unpainted metal or concrete; DO NOT use on wood
Yellow	15°	intense cleaning of unpainted hard surfaces	grills, driveways, concrete or brick walkways, unpainted brick or stucco
Green	25°	intense cleaning of larger areas	metal, concrete or wood
White	40°	cleaning of painted or delicate surfaces	Auto/RV, marine, wood, painted brick and stucco, vinyl, painted siding
Black	low pressure	applies cleaning solutions	Low pressure spray is safe on all surfaces. Always verify compatibility of cleaning solution prior to use.

\*NOTICE: The high pressure spray from your pressure washer is capable of causing damage to surfaces such as wood, glass, automobile paint, auto striping and trim, and delicate objects such as flowers and shrubs. Before spraying, check the item to be cleaned to assure yourself that it is strong enough to resist damage from the force of the spray.

# HOW TO APPLY CHEMICALS/CLEANING SOLVENTS (FIG. 7)

Applying chemicals or cleaning solvents is a low pressure operation. **NOTE:** Use only soaps and chemicals designed for pressure washer use. **Do not use bleach.** 

### To Apply Chemicals:

- Ensure detergent siphon hose (F, Figure 7) is attached tobarbed fitting location near high pressure hose connection of pump as shown.
- Place other end of detergent siphon hose with filter on it into container holding chemical/cleaning solution.

  NOTE: For every 7 gallons of water pumped 1 gallon of chemical/cleaning solution will be used.
- Install low pressure (black) nozzle into quick connect Line was the fitting of spray wand, see **How To Use Spray Wand** paragraph in this section

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After use of chemicals, place detergent siphon hose into container of clean water and draw clean water through chemical injection system to rinse system thoroughly. If chemicals remain in the pump, it could be damaged. Pumps damaged due to chemical residue will not be covered under warranty.

**NOTE**: Chemicals and soaps will not siphon if the soap nozzle is not selected on the 5n1 Multi-tip Nozzle.

### STARTING (FIG. 8-11)

extstyle ext

△ DANGER: Risk of fluid injection and laceration. When using the high pressure setting, DO NOT allow the high pressure spray to come in contact with unprotected skin, eyes, or with any pets or animals. Serious injury will occur.

 Your washer operates at fluid pressures and velocities high enough to penetrate human and animal flesh, which could result in amputation or other serious injury. Leaks caused by loose fittings or worn or damaged hoses can result in injection injuries. DO NOT TREAT FLUID INJECTION AS A SIMPLE CUT! See a physician immediately!

⚠ DANGER: Carbon Monoxide. Using an engine indoors can kill you in minutes. Engine exhaust contains high levels of carbon monoxide (CO), a poisonous gas you cannot see or smell. You may be breathing CO even if you do not smell engine exhaust.

- Breathing exhaust furnes will cause serious injury or death! Engine exhaust contains carbon monoxide, an odorless and deadly gas.
- Operate pressure washer in a well-ventilated area. Avoid enclosed areas such as garages, basements, etc.
- Never operate unit in or near a location occupied by humans or animals.

- Never fill fuel tank completely. Fill tank to 1/2" (12.7 mm) below bottom of filler neck to provide space for fuel expansion. Wipe any fuel spillage from engine and equipment before starting engine.
- DO NOT let hoses come in contact with very hot engine muffler during or immediately after use of your pressure washer. Damage to hoses from contact with hot engine surfaces will NOT be covered by warranty.

**NOTICE:** Risk of property damage. Never pull water supply hose to move pressure washer. This could damage hose and/or pump inlet.

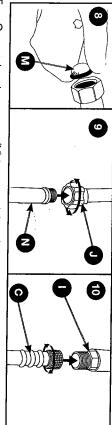
- DO NOT use hot water, use cold water only.
- Never turn water supply off while pressure washer engine is running or damage to pump will result.
- DO NOT stop spraying water for more than two minutes at a time. Pump operates
  in bypass mode when spray gun trigger is not pressed. If pump is left in bypass
  mode for more than two minutes internal components of the pump can be
  damaged.

If you do not understand these precautions, please contact our customer service department at www.simpsoncleaning.com

Prior to starting, refer to your engine manual for proper starting procedure.

In a well ventilated outdoor area add fresh, high quality, unleaded gasoline with a pump octane rating of 86 or higher. Do not overfill. Wipe up spilled fuel before starting the engine. Refer to **Engine Owner's Manual** for correct procedure.

- Check engine oil level. Refer to Engine Owner's Manual for correct procedure.
- Connect the water hose to the water source. Turn the water source on to remove all air from the hose. When a steady stream of water is present, turn the water source off.
- Verify the filter screen (M) is in water inlet of pump. NOTE: Convex side faces out.



- Connect water source (N) to pump inlet (J). NOTE: Water source must provide a minimum of 5 gallons per minute at 20 PSI.
- Connect high pressure hose (C) to pump outlet (I).

⚠ WARNING: To reduce the possibility of contamination always protect against backflow when connected to a potable water system.

- Choose the correct nozzle for the job to be performed. See **How To Use spray Wand** instructions in this section. **NOTE:** If applying a chemical or cleaning solution, see **How To Apply Chemicals/Cleaning Solvents** instructions in this section.
- Turn water source on.

**NOTICE:** Risk of property damage. Failure to do so could cause damage to the pump.

- Remove all air from the pump and high pressure hose by depressing trigger until a steady stream of water is present.
- 10. Start engine. See Engine Owner's Manual for correct procedure.

**NOTE:** If the oil level in the engine is low, the engine will not start. If the engine does not start, check the oil level and add oil as needed.

11. Depress trigger on gun to start water flow.

riangle WARNING: Risk of unsafe operation. Stand on a stable surface and grip gun/spray wand firmly with both hands. Expect the gun to kick when triggered.

12. Release trigger to stop water flow.

could cause accidental spraying.  $\triangle$  WARNING: Risk of injury from spray. Always engage the trigger lock (O) when gun is not in use. Failure to do so

### SHUTTING DOWN

After each use, if you have applied chemicals, place rinse system thoroughly. draw clean water through chemical injection system to detergent siphon hose into container of clean water and



NOTICE: Risk of property damage. Failure to do so could cause damage to the

Turn engine off. See Engine Owner's Manual

NOTICE: Risk of property damage. NEVER turn the water off with the engine

- Turn water source off.
- Pull trigger on spray gun to relieve any water pressure in hose or spray gun. hose from spray gun or pump connection. NOTE: Failure to release system pressure will prevent removal of high pressure
- ĊΊ See Storage section in this manual for proper storage procedures

### MAINTENANCE

riangle WARNING: Risk of burn hazard. When performing maintenance, you may be exposed to hot surfaces, water pressure or moving parts that can cause serious injury or death.

work near open flames while performing maintenance. let the engine cool and release all water pressure before performing any maintenance or repair. The engine contains flammable fuel. Do not smoke or MARNING: Risk of fire hazard. Always disconnect, spark plug wire,

used in unusual conditions, such as high-temperatures or dusty conditions, more frequent maintenance checks will be required. maintenance schedule should be prepared and followed. If the pressure washer is To ensure efficient operation and longer life of your pressure washer, a routine

Consult the **Engine Owner's Manual** for the manufacturer's recommendations for any and all maintenance. **NOTE:** The engine drain plug is located at the rear of the unit.

# The pump was filled with oil at the factory. The pump on this unit is maintenance free and requires no oil. If there is a problem with the pump contact us at www.simpsoncleaning.com

CONNECTIONS

Connections on pressure washer hoses, gun and spray wand should be cleaned regularly and lubricated with light oil or lithium grease to prevent leakage and damage to the o-rings.

### **NOZZLE CLEANING (FIG. 12)**

If the nozzle becomes clogged with foreign materials, such as dirt, excessive pressure may develop. If the nozzle becomes partially clogged or restricted, the pump pressure will pulsate. Clean the nozzle immediately using the nozzle kit

- Shut off the pressure washer and turn off the water supply
- Pull trigger on gun handle to relieve any water pressure
- Disconnect the spray wand from the gun.
- Direct water supply (N) into nozzle to backflush loosened particles for 30 seconds.

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- Reconnect spray wand to gun and turn on water supply.
- Start pressure washer and place spray wand into high pressure setting to test.





- Remove filter by grasping end and removing it from water inlet of pump.
- Clean filter by flushing it with water on both sides.
- NOTE: Do not operate the pressure washer without filter properly installed Re-insert filter into water inlet of pump. NOTE: Convex side faces out

### STORAGE

### ENGINE

storage Consult the Engine Owner's Manual for manufacturer's recommendations for

## TO PREVENT FUEL-RELATED PROBLEMS

- er's instructions. When adding a gasoline stabilizer, fill the fuel tank with fresh Add Ethanol Shield™ (sold separately) fuel stabilizer following the manufacturcontains only fresh gasoline. during storage. If you keep a container of gasoline for refueling, be sure that it gasoline. If only partially filled, air in the tank will promote fuel deterioration
- 'n After adding a gasoline stabilizer, run the engine outdoors for 10 minutes carburetor. to be sure that treated gasoline has replaced the untreated gasoline in the
- Turn the fuel valve to the OFF position.
- 4. Continue to run the engine until it stops from the lack of fuel in the carburetor fuel bowl. Running time should be less than 3 minutes.

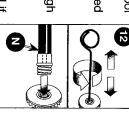
Guard or equivalent when storing the unit for more than 30 days and/or when freezing temperatures are expected. SIMPSON® / POWERWASHER® Pump Guard is environmentally friendly. The manufacturer recommends using SIMPSON® / POWERWASHER® Pump

NOTE: Using pump guard helps provide proper lubrication to the internal seals of the pump regardless of temperature or environment.

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supplied and the following instructions:

- provided and backflush with clean water. Remove any obstructions with the nozzle cleaning too



**NOTICE:** Risk of property damage. Use only SIMPSON® / POWERWASHER® Pump Guard or equivalent. Other products could be corrosive and/or contain alcohol which may cause pump damage.

- Turn off pressure washer and disconnect hoses from pump.
- 'n Unscrew bottle valve from Pump Guard bottle and remove seal
- ယ Screw bottle valve back onto bottle.
- 4 Attach bottle to water inlet of pump.
- ĊΊ Squeeze bottle to inject contents into pump.
- With ignition switch off, simultaneously pull starter rope and squeeze bottle. Repeat until protector fluid exits pump outlet. **NOTE:** This step may require

### PRESSURE WASHER

- Drain all water from high pressure hose and wrap it onto hose wrap.
- 'n Drain all water from the spray gun and wand by holding spray gun in a vertical position with nozzle end pointing down and squeezing trigger. Store in gun
- ယ Wrap up and secure detergent siphon hose so it is protected from damage.

### **ACCESSORIES**

guns with this pressure washer, DO NOT use a spray wand and/or spray gun/ pressure washer as measured from the nozzle end of the wand to the gun wand combination that is shorter in length than what was provided with this riangle DANGER: Risk of fluid injection. When using replacement spray wands or

could be hazardous. Use only accessories rated equal to or greater than the rating of the pressure washer. NOTICE: The use of any other accessory not recommended for use with this tool

### SPECIFICATIONS

MODEL	MS60763-S
PSI Max*	3000 PSI
GPM Max*	2.4 gpm
High Pressure Hose	25 ft. (7.6 m)
Presure of Inlet Water	20-100 PSI
Inlet Water	cold tap (100 °F max)
Soap Consumption Rate	10% max
* Rated Pressure and Rated Water Flow is within manufacturing tolerance of	s within manufacturing tolerance of

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In a continued commitment to improve quality, the manufacturer reserves the right necessary and without notice. to make component changes, design changes, or specification changes when

### SERVICE INFORMATION

department at www.simpsoncleaning.com Do not return this product to your retailer. Please contact our customer service

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### LIMITED WARRANTY

# 90 DAY LIMITED WARRANTY ON PRODUCT COMPONENTS EXCLUDING PUM

warranty are free from defects in material and workmanship for 90 days from the date nozzle(s) and other components of the SIMPSON® pressure washer covered under this SIMPSON® warrants to the original purchaser that the wheels, gun, hose, wand, spray of purchase.

# ONE YEAR LIMITED WARRANTY ON PUMP AND FRAME

SIMPSON® warrants to the original purchaser that the pump of the SIMPSON® pressure washer covered under this warranty is free from manufacturer's defects in material and workmanship for one year from the date of purchase. The one year limited warranty applies to the pump only.

SIMPSON® will repair or replace, at SIMPSON®'s option, products or components which have failed within the above warranty periods. Service will be scheduled according to the normal work flow and business hours at the service center location, and the availability of replacement parts. All decisions of SIMPSON® with regard to this limited warranty shall be final.

vary from state to state. This warranty gives you specific legal rights, and you may also have other rights which

### **ENGINE WARRANTY**

The engine warranty is covered under the terms and conditions as outlined by the engine manufacture's warranty contained herein and is sole responsibility of the engine manufacturer

# RESPONSIBILITY OF ORIGINAL PURCHASER (INITIAL USER):

- To process a warranty claim on your SIMPSON® pressure washer, report the concern to www.simpsoncleaning.com for authorization and direction to the nearest authorized service centre in your area.
- Retain original cash register sales receipt as proof of purchase for warranty work.
- Use reasonable care in the operation and maintenance of the product as described in the Owners Manual(s)

### THIS WARRANTY DOES NOT COVER:

- Merchandise sold as reconditioned, used as rental equipment, or floor or display
- Merchandise that has become damaged or inoperative because of ordinary wear, misuse, cold, heat, rain, excessive humidity, water quality, freeze damage, use of improper chemicals, negligence, accident, failure to operate the product in recommended by SIMPSON®, or unauthorized repair or alterations. the product, improper maintenance, the use of accessories or attachments not accordance with the instructions provided in the Owners Manual(s) supplied with
- Repair and transportation costs of merchandise determined not to be defective.
- Damage due to chemical deterioration, scale build up, rust, corrosion or thermal
- Costs associated with assembly, required oil, adjustments or other installation and start-up costs
- Expendable parts or accessories supplied with the product which are expected to become inoperative or unusable after a reasonable period of use, including but not limited to springs, nozzles, o-rings, washers, and similar accessories.

- Merchandise sold by SIMPSON® which has been manufactured by and identified as the product of another company, such as gasoline engines. The product manufacturer's warranty, if any, will apply.
- ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, OR EXPENSE THAT MAY RESULT FROM ANY DEFECT, FAILURE OR MALFUNCTION OF THE PRODUCT IS NOT COVERED BY THIS WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

### TROUBLE SHOOTING GUIDE

OPERATIONAL ISSUE	POSSIBLE CAUSE	SOLUTION
Engine will	No fuel	Add fresh fuel
not start	Pressure builds up after	Squeeze gun trigger to relieve
(see <b>Engine</b>	two pulls on the recoil	pressure
Owner's	starter or after initial use	
Manual for	Choke lever in the "No	Move choke to the "Choke"
further engine	Choke" position	position
troubleshooting)	Spark plug wire not attached	Attach spark plug wire
	Engine switch in OFF	Place engine switch
	position.	in ON position.
	Choke lever in the "Choke"	Move choke to the "No
	position on a "hot" engine	Choke"
	or an engine that has been	position.
	exposed to thermal heat	-
	for a long period of time.	
No or low pressure	Spray wand not in high pressure	See How to Use Spray Wand instructions in the
(initial use)		<b>Operation</b> Section
	Low water supply .	Water supply must be at least 5 gpm @ 20 PSI
	Leak at high pressure	Repair leak. Apply sealant
	hose fitting	tape if necessary
	Nozzle obstructed .	See Nozzle Cleaning
		instructions in the
		Maintenance section
	Water filter screen clogged	Remove and clean filter.
		See Cleaning Water Inlet
		Filter paragraph in the
		Maintenance section for
		the correct procedure

OPERATIONAL ISSUE	POSSIBLE CAUSE	SOLUTION
No or low	Air in hose	Turn off the engine, then the
pressure		water source. Disconnect
(IIIIIIai use)		nump inlet and turn the water
		source on to remove all air
		from the hose. When there
		is a steady stream of water
		off. Re-connect water source
		to pump inlet and turn on
		to remove remaining air
	Choke in the "Choke" position	Move choke to the "No
	1.00	position
	High pressure hose is too long	Use high pressure hose under 100 feet (30 m)
Will not draw	Spray wand not in	See How to Use Spray
ciellicals	low pressure	<b>Operation</b> Section
	Chemical filter clogged	Clean filter
	Chemical screen not in cleaning solution	Make sure end of
		is fully submerged into
	Chemical too thick	Dilute chemical. Chemical
		should be the same
	Pressure hose is too long	l engthen water supply hose
	Q	instead of high pressure hose
	Chemical build up in	Please contact our customer
	chemical injector	www.simpsoncleaning.com
No or low	Worn seal or packing	Please contact our customer
pressure (after period of		www.simpsoncleaning.com
normal use)	Worn or obstructed valves	Please contact our customer
		service department at
	Worn unloader piston	Please contact our customer
		service department at www.simpsoncleaning.com
Water leaking at	Worn or torn o-ring	Check and replace
gun/spray wand connection	Loose hose connection	Tighten

		_
OPERATIONAL SSUE	OPERATIONAL POSSIBLE CAUSE	SOLUTION
Water leaking	Loose connections	Tighten
at pump	Piston packings worn	Please contact our customer
		service department at
		www.simpsoncleaning.com
	Worn or torn o-ring	Please contact our customer
		service department at
		www.simpsoncleaning.com
	Pump head or tubes	Please contact our customer
	damaged from freezing	service department at
		www.sjmpsoncleaning.com
Pump pulsates	Nozzle obstructed	See Nozzle Cleaning
		paragraph in the
		Maintenance section for
		the correct procedure

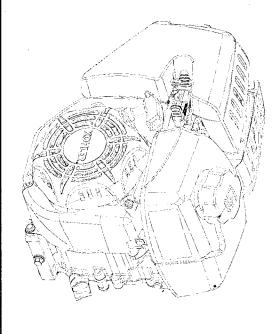
# KOHLER 2000 Series

RH255, RH265 Owner's Manual

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IMPORTANT: Read all safety precautions and instructions carefully before operating equipment. Refer to operating instruction of equipment that this engine powers.

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Ensure engine is stopped and level before performing any maintenance or service.

Warranty coverage as outlined in the warranty card and on KohlerEngines.com. Please review carefully as it provides you specific rights and obligations.

To maintain compliance with applicable emission regulations, exhaust system backpressure may not exceed limits which can be found on KohlerEngines.com. Search by Model No., select Read More, then select Specs tab.

程度 cord engine information to reference when ordering parts or obtaining warranty coverage.

Engine Model \_\_\_\_\_\_\_Specification \_\_\_\_\_\_\_Serial Number \_\_\_\_\_\_\_\_Serial Number \_\_\_\_\_\_\_

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ground spark plug lead(s) before servicing 

Before working on engine or equipment, disable engine as follows: 1) Disconnect spark plug lead(s). 2)
Disconnect regative (-) Capped word appear Suppers

Todies exhaust gases Todies sugnostic register Todies exhaust gases 





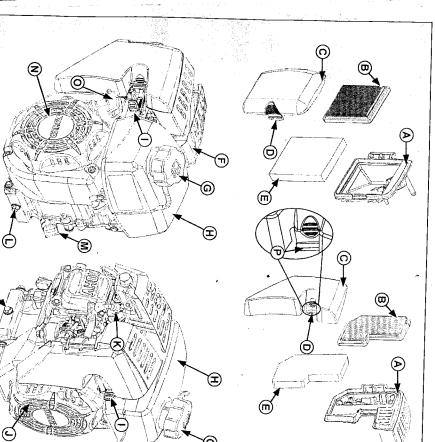
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Never operate engine with 



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after stapping. engine while 



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	M Dipstick/Oil Fill N Retractable Plug Starter		_	п	m		A	
			Lever	Foam Element		Air Cleaner Base		
			٦	7		σ		
			Debris Screen	Muffler Shield		Paper Element		
	0		χ.	G		ဂ		
	Starter Handle	Gorrango	Spark Ding	Fuel Cap		Air Cleaner Cover		
	ت.			I		D	ĺ	
	Press Here	Oli Drain Plug	2	Fuel Tank		Cover Latch		

### California Proposition 65 Warning

THE BUILDING THAT THE PRODUCT CONTAINS CHEMICALS KNOWN 

## California Proposition 65 Warning

"Illy product contains chemicals known to State of California to table parcer birth datects, or other reproductive name.

### Pre-Start Checklist

- Check oil level. Add oil if low. Do not overfill.
- 2. Check fuel level. Add fuel if low. Check fuel system components and lines for leaks.
- 3. Check and clean cooling areas, air intake areas and external surfaces of engine (particularly
- Check that air cleaner components and all shrouds, equipment covers, and guards are in place and securely fastened.
- Check spark arrestor (if equipped)

KohlerEngines.com

Avoid inhaling exhaust fumes

Engine exhaust gases contain poisonous carbon monoxide. Carbon monoxide is odorless, colorless, and can cause death if

inhaled

### WARNING

Rotating Parts can cause severe

Stay away while engine is in

Keep hands, feet, hair, and clothing away from all moving parts to prevent injury. Never operate engine with covers, shrouds, or guards removed

NOTE: NOTE check its condition. If cord is frayed have it replaced immediately by a Extend starter cord periodically to warm, turn choke to OFF position depending upon temperature and other factors. Once engine is running and Choke position for starting may vary

NOTE: these guidelines can burn out starter starting attempts. Failure to follow more than 10 seconds. Allow a 60 second cool down period between Do not crank engine continuously for

NOTE stop before attempting to restart engine. If starter is engaged while flywheel is rotating, starter pinion and in damage to starter. flywheel ring gear may clash, resulting must be allowed to come to a complete disengage starter but does not keep running (a false start), engine rotation If engine develops sufficient speed to

- Turn fuel shut-off valve to ON position (if
- Start engine as follows

Cold engine: Place lever in choke position Warm engine: Place lever in full throttle/

> Retractable Start: Slowly pull starter handle until just past compression-STOP/Return starter handle; firmly pull straight out to avoid starter does not turn engine over, shut off starter immediately. Do not make further attempts to start engine until condition is corrected. Do not jump start. See your Kohler Release switch as soon as engine starts. If Electric Start: Activate starter switch. excessive rope wear from starter rope guide.

Gradually move lever to FAST position after engine starts and warms up. Engine/ equipment may be operated during warm up period, but it may be necessary to leave choke partially on until engine warms up.

authorized dealer for trouble analysis.

### **Cold Weather Starting Hints**

- Use proper oil for temperature expected
- 2. Disengage all possible external loads.
- Use fresh winter grade fuel. Winter grade fuel has higher volatility to improve starting.

- If possible, remove load by disengaging all PTO driven attachments.
- Move lever to stop position
- If equipped, close fuel shut-off valve

### Angle of Operation

Koḥler authorized dealer.

exceeding maximum angle of operation; see specification table. Engine damage could result Refer to operating instructions of equipment this engine powers. Do not operate this engine rom insufficient lubrication.

### Engine Speed

NOTE Do not tamper with governor setting to increase maximum engine speed. warranty Overspeed is hazardous and will void

### High Altitude Operation

(U.S. and Canada) (1219 meters). To obtain high altitude kit information or to find a Kohler authorized dealer operation at altitudes above 4000 visit KohlerEngines.com or call 1-800-544-2444 carburetor kit to ensure correct engine This engine may require a hìgh altitude

This engine should be operated in its original configuration below 4000 ft. (1219 meters) as damage may occur if high altitude carburetor kit is installed and operated below 4000 ft. (1219

### Maintenance Instructions



### **WARNING**

severe injury or death. Accidental Starts can cause

Disconnect and ground spark plug lead(s) before servicing.

Before working on engine or equipment, disable engine as follows: 1) Disconnect spark plug lead(s). 2) Disconnect negative (-) battery cable from battery.

Normal maintenance, replacement or repair of emission control devices and systems may be performed by any repair establishment or individual; however, warranty repairs must be performed by a Kohler authorized dealer found at KohlerEngines.com or 1-800-544-2444 (U.S. and Canada).

### Maintenance Schedule

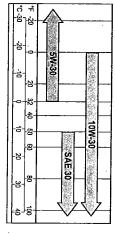
Change oil.

- Every 100 Hours or Annually
- Clean/replace foam element
- Replace paper element.
- Change oil
- Clean cooling areas
- Clean spark arrestor (if equipped).
- Replace fuel filter (if equipped)

Perform these procedures more frequently under severe, dusty, dirty conditions

### Oil Recommendations

We recommend use of Kohler oils for best performance. Other high-quality detergent oils (including synthetic) of API (American Petroleum Institute) service class SJ or higher are acceptable. Select viscosity based on air temperature at time of operation as shown in table below.



### Check Oil Level

NOTE: To prevent extensive engine wear or damage, never run engine with oil lebelow or above operating range indicator on dipstick

areas of any debris. Ensure engine is cool. Clean oil fill/dipstick

- Remove dipstick; wipe oil off.
- 2. Reinsert dipstick into tube; rest on oil fill neck; turn counterclockwise until cap drops down to lowest point of thread leads; do not thread cap onto tube.
- Remove dipstick; check oil level. Level should be at top of indicator on dipstick

Remove oil fill plug. Level should be up

to point of overflowing filler neck

- 3. If oil is low, add oil up to point of overflowing
- iller neck.
- 4. Reinstall dipstick or oil fill plug and tighten securely.

# Change Oil

Change oil while engine is warm.

- Clean area around oil fill cap/dipstick and drain plug.
- Remove drain plug and oil fill cap/dipstick.
   Drain oil completely.
   Reinstall drain plug. Torque to 13 ft. lb.
- (17.6 N·m).
  4. Fill crankcase with new oil, up to point of overflowing filler neck.
- Reinstall oil fill cap/dipstick and tighten securely.
- Dispose of used oil in accordance with local ordinances.

# Oil Sentry,, (if equipped)

This switch is designed to prevent engine from starting in a low oil or no oil condition. Oil Sentry, may not shut down a running engine before damage occurs. In some applications this switch may activate a warning signal. Read your equipment manuals for more information.

# Fuel Recommendations



# M WARNING

Explosive Fuel can cause fires and severe burns.

Do not fill fuel tank while engine is hot or running.

Gasoline is extremely flammable and its vapors can explode if ignited. Store gasoline only in approved containers, in well ventilated, unoccupied buildings, away from sparks or flames. Spilled fuel could ignite if it comes in contact with hot parts or sparks from ignition. Never use gasoline as a

cleaning agent.

NOTE: E15, E20 and E85 are NOT approved and should NOT be used; effects of old, stale or contaminated fuel are not warrantable.

Fuel must meet these requirements.

- Clean, fresh, unleaded gasoline.
- Octane rating of 87 (R+M)/2 or higher.
- Research Octane Number (RON) 90 octane
- Gasoline up to 10% ethyl alcohol, 90% unleaded is acceptable.
- Methyl Tertiary Butyl Ether (MTBE) and unleaded gasoline blend (max 15% MTBE by volume) are approved.
- Do not add oil to gasoline.
- Do not overfill fuel tank.
- Do not use gasoline older than 30 days

## Add Fuel



# **WARNING**

Explosive Fuel can cause fires and severe burns.

Do not fill fuel tank while engine is hot or running.

Gasoline is extremely flammable and its vapors can explode if ignited. Store gasoline only in approved containers, in well ventilated, unoccupied buildings, away from sparks or flames. Spilled tuel could ignite if it comes in contact with hot parts or sparks from ignition. Never use gasoline as a cleaning agent.

Ensure engine is cool.

- Clean area around fuel cap.
- Remove fuel cap. Fill to base of filler neck.Do not overfill fuel tank. Leave room for fuel to expand.
- Reinstall fuel cap and tighten securely.

### Fuel Line

Low permeation fuel line must be installed on carbureted Kohler Co. engines to maintain EPA and CARB regulatory compliance.

# Spark Plugs



# A CAUTION

Electrical Shock can cause injury
Do not touch wires while engine
is running.

Clean out spark plug recess. Remove plug and replace.

- Check gap using wire feeler gauge. Adjust gap, see specification table for adjustment
- 2. Install plug into cylinder head
- 3. Torque plug to 20 ft. lb. (27 N·m)

# Air Cleaner

NOTE: Operating engine with loose or damaged air cleaner components could cause premature wear and failure. Replace all bent or damaged components.

NOTE: Paper element cannot be blown out with compressed air.

Unhook cover latch and remove air cleaner cover.

Banar Element: Bemove and replace page

Paper Element: Remove and replace paper element.

Foam Element: Remove foam element; replace or wash in warm water with detergent. Rinse and allow to air dry.

Reinstall air cleaner cover and secure cover latch.

# **Breather Tube**

Ensure both ends of breather tube are properly connected.

# Air Cooling



Hot Parts can cause severe burns.

Do not touch engine while operating or just after stopping are engine with heat shields or

Never operate engine with heat shields or guards removed.

Proper cooling is essential. To prevent over heating, clean screens, cooling fins, and other external surfaces of engine. Avoid spraying water at wiring harmess or any electrical components. See Maintenance Schedule.

# Repairs/Service Parts

We recommend that you use a Kohler authorized dealer for all maintenance, service, and replacement parts for engline. To find a Kohler authorized dealer visit KohlerEngines.com or call 1-800-544-2444 (U.S. and Canada).

### Storage

If engine will be out of service for 2 months or more follow procedure below.

- Add Kohler PRO Series fuel treatment or equivalent to fuel tank. Run engine 2-3 minutes to get stabilized fuel into fuel system (failures due to untreated fuel are not warrantable).
- Change oil while engine is still warm from operation. Remove spark plug(s) and pour about 1 oz. of engine oil into cylinder(s). Replace spark plug(s) and crank engine slowly to distribute oil.
- Disconnect negative (-) battery cable
- Store engine in a clean, dry place

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Do not attempt to service or replace major engine components, or any items that require special timing or adjustment procedures. This work should be performed by a Kohler authorized dealer.

				, , , ,	Possible Gause	ise.	Of a sealer of the sealer of t	
Problem	No Fuel	Improper Fuel	Dirt In Fuel Line	Dirty Debris Screen	n Dirty  Debris' Incorrect Engine  Screen Oil Level Overloade	Dirt In Dirty  Fuel Debris Incorrect Engine Dirty Air  Line Screen Oil Level Overloaded Cleaner	Dirty Air Cleaner	Faulty Spark Plug
Will Not Start	•	•	•		•	•		•
Hard Starting		•	•		•	A Company of the Comp	•	•
Stops Suddenly	•		•	•		•	•	•
Lacks Power		•	•	•	•	•	•	•
Operates Erratically		•	•	•		•	•	•
Knocks or Pings		•		•		•		•
Skips or Misfires		•	•	•			•	•
Backfires		•	•			•	•	•
Overheats		•	•	•	•	•	•	
High Fuel Consumption						•	•	•

W. W. W. W. W.	the following the property of	The second secon				
25	(0.76 mm)	(0.60 L)	(196 cc)	(54 mm)	(68 mm)	RH265
)	0 03 in	0.63 at.	12 cu. in.	2.1 in.	2.7 in.	RH255
Spark of Operation Plug Gap (@ full oil level)*	Spark Plug Gap	Oil Capacity (Refill)	Displacement	Stroke	Bore	Model
					fications	Engine Specifications

\*Exceeding maximum angle of operation may cause engine damage from insufficient lubrication. Additional specification information can be found in service manual at KohlerEngines.com. Exhaust Emission Control System for models RH255, RH265 is EM for U.S. EPA, California, and Europe.

Any and all horsepower (hp) references by Kohler are Certified Power Ratings and per SAE J1940 & J1995 hp standards. Details on Certified Power Ratings can be found at KohlerEngines.com.

### HPWRICHARDSON, PATRICK, WESTBROOK & BRICKMAN

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DANIEL S. HALTIWANGER **DIRECT DIAL: (803) 541-7863** EMAIL: dhaltiwanger@rpwb.com

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

> Re: Notice of Intent to Sue MTD, Briggs & Stratton, and Lowe's for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), 1 intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against MTD Products Inc., commonly referred to by its brand name as MTD, and its affiliated entities (together "MTD"), Briggs & Stratton Corporation, and Lowe's (collectively "the proposed Defendants") for numerous violations of the CAA.

MTD is an American manufacturer of outdoor power equipment for the mass market. Headquartered in Cleveland, Ohio, USA, the company began in 1932 and is a family-owned, private company. MTD's brands include Bolens®, Cub Cadet, Troy-Bilt, Yard Machines, Remington, MTD®, MTD Gold®, MTD Pro®, Yard-Man®, and Yard Machines®. See http://www.mtdproducts.com/equipment/company 10500 20500 -1.

Briggs & Stratton is a market leader in providing engines to the lawn and garden industry. It boasts an enviable list of OEM customers, including Ariens, John Deere, MTD and others. See http://www.briggsandstratton.com/us/en/engines/lawn-mower-brands last visited 9.15.2014. Briggs is headquartered in Wisconsin. Unfortunately, it appears that while Briggs promotes itself as environmentally friendly, see http://www.basco.com/Sustainability/Reducing%20Mower%20Emissions/, it does not meet all of its obligations under the CAA.

Lowe's Companies, Inc. (Lowe's) is a publicly traded national home retailer that has a strategic relationship with MTD and also is liable for the obligations of the CAA for MTD products. See EPA

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

publication OECA 325-F-013-001 "Enforcement Alert". Lowe's (NYSE: <u>LOW</u>) is a FORTUNE® 100 home improvement company serving approximately 15 million customers a week in the United States, Canada and Mexico. With fiscal year 2013 sales of \$53.4 billion, Lowe's has some 1,717 stores located across 50 states of United States. *See* <a href="http://www.lowes.com/AboutLowes/AnnualReports/annual\_report\_11/corporate.html">http://www.lowes.com/AboutLowes/AnnualReports/annual\_report\_11/corporate.html</a> (last visited May 15, 2015).

#### **LEGAL AUTHORITY**

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

#### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. *See also* 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of MTD's and Briggs & Stratton's warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from Lowe's a Bolens 125cc Gas Push Mower with a Briggs & Stratton Engine. The mower came with owner's manuals for both the Briggs & Stratton engine and the MTD mower. Below we have detailed the most significant violations that we have discovered.

#### **MTD**

MTD's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The MTD warranty does not include the required language. Additionally, the warranty states that "Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer." The warranty clearly violates the regulatory prohibition on requiring the use of only authorized facilities.

MTD's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized facilities is a clear violation of the regulation.

MTD's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number **and an e-mail address** for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The MTD warranty does not provide the required email address to assist in arranging warranty repairs.

MTD's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. The MTD warranty is limited to only one (1) year.

MTD's warranty violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The MTD warranty states: "This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift."

MTD's warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The MTD owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

#### **Briggs & Stratton**

MTD may argue that its warranty is in addition to the warranty offered by Briggs & Stratton for the mower. Nothing in the CAA regulations allow for a manufacturer such as MTD to pass its CAA responsibilities onto a component manufacturer. Additionally, such reliance would be misplaced as the Briggs & Stratton warranty also has many violations of the CAA.

Briggs & Stratton's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Briggs & Stratton warranty does not include the required language. Worse, the warranty states: "For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing." Additionally, the warranty states that: "This warranty does not cover engine damage or performance problems caused by...The use of parts that are not original Briggs & Stratton parts." Also, the warranty states "Warranty service is available only through Briggs & Stratton Authorized Service Dealers."

Briggs & Stratton's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized service dealers and requiring the use of only Briggs & Stratton parts is a clear violation of the regulation.

Briggs & Stratton's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of

this section." Neither exception applies. On page 10 of the owner's manual Briggs & Stratton set forth a chart entitled "Standard Warranty Terms". That chart divides the terms of coverage into Consumer Use and Commercial Use. The term for Commercial Use for "All Other Briggs & Stratton Engines" is shown as 90 days, not the required 2 year minimum. The CAA does not allow manufacturers to set a different CAA coverage for commercial as opposed to consumer use.

Briggs & Stratton's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number **and an e-mail address** for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(emphasis added). The Briggs & Stratton warranty does not provide the required email address to assist in arranging warranty repairs.

Briggs & Stratton's warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Briggs & Stratton's owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Briggs & Stratton may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

#### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like the proposed Defendants that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing the proposed Defendants, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendants future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendants' owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of MTD's and Briggs & Stratton's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by MTD and Briggs & Stratton. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

#### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our

knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: LOWES

Ross W. (Bill) McCanless, Esq. Genral Counsel and Robert A. Niblock, CEO 1000 Lowes Blvd Mooresville, NC 28117-8520

**MTD** 

Robert Mol1, CEO & Lawrence Muscarella, Esq., VP GC

**BRIGGS & STRATTON** 

Todd J Teske, President & CEO and Robert F. Heath, General Counsel P.O. Box 368022 Cleveland, OH 44136

Evan Belser, EPA, Air Enforcement Division SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201 SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201



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We hope you enjoy your new purchase!



Lowe's Customer Care 1605 Curtis Bridge Road Wilkesboro, NC 28697

Phone: 1-800-445-6937 Email: customercare@lowes.com



Page 1 of 2						Refer to	this informati	ion for all inquiries
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Lowes.com ac	count and sel	ect Purchases.						

Please detach this slip and enclose with your return

#### Need to return an item?

We hope you love what you ordered, but if something isn't right, let us know. We're happy to exchange your item for something new or refund your money. For a quick, hassle-free return, you can return your items at any Lowe's store, or use the return shipping label included with your purchase to return your items by mail.

See reverse side for complete details.

Sold To

Order Information

Order #:

314158990

Order Date:

711100000

Location:

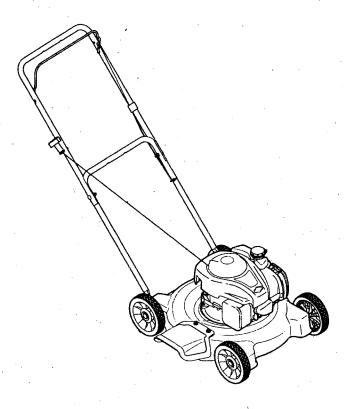
06/05/2015

Invoice #:

907 96837



## **OPERATOR'S MANUAL**



Push Mower — Model Series 020

READ AND FOLLOW ALL SAFETY RULES AND INSTRUCTIONS IN THIS MANUAL
BEFORE ATTEMPTING TO OPERATE THIS MACHINE.
FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN PERSONAL INJURY

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019

Printed In USA

Form No. 769-10140 (October 1, 2014)

#### **Thank You**

Thank you for purchasing a Lawn Mower manufactured by MTD. It was carefully engineered to provide excellent performance when properly operated and maintained.

Please read this entire manual prior to operating the equipment. It instructs you how to safely and easily set up, operate and maintain your machine. Please be sure that you, and any other persons who will operate the machine, carefully follow the recommended safety practices at all times. Failure to do so could result in personal injury or property damage.

All information in this manual is relative to the most recent product information available at the time of printing. Review this manual frequently to familiarize yourself with the machine, its features and operation. Please be aware that this Operator's Manual may cover a range of product specifications for various models. Characteristics and features discussed and/or illustrated in this manual may not be applicable to all models. We reserve

the right to change product specifications, designs and equipment without notice and without incurring obligation.

If you have any problems or questions concerning the machine, phone your local authorized MTD service dealer or contact us directly. MTD's Customer Support telephone numbers, website address and mailing address can be found on this page. We want to ensure your complete satisfaction at all times.

Throughout this manual, all references to right and left side of the machine are observed from the operating position

The engine manufacturer is responsible for all engine-related issues with regards to performance, power-rating, specifications, warranty and service. Please refer to the engine manufacturer's Owner's/Operator's Manual, packed separately with your machine, for more information.

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Assembly & Set-Up9	Replacement Parts19
Controls & Features14	Attachments & Accessories
Operation15	Warranty22
Maintenance & Adjustment16	Spanish 23
Service	
Record Product Information	MODEL NUMBER
Before setting up and operating your new equipment, please locate the model plate on the equipment and record the information in the provided area to the right. You can locate the model plate by standing at the operator's position and looking	
down at the rear of the deck. This information will be necessary,	SERIAL NUMBER
should you seek technical support via our web site, Customer Support Department, or with a local authorized service dealer.	

#### **Customer Support**

Please do NOT return the machine to the retailer or dealer without first contacting the Customer Support Department. If you have difficulty assembling this product or have any questions regarding the controls, operation, or maintenance of this machine, you can seek help from the experts. Choose from the options below:

Visit us on the web at www.mtdproducts..com



See How-to Maintenance and Parts Installation Videos at www.mtdparts.com/KnowledgeCenter

- Call a Customer Support Representative at (800) 800-7310 or (330) 220-4683
- Write to MTD LLC P.O. Box 361131 Cleveland, OH 44136-0019

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**WARNING:** This symbol points out important safety instructions which, if not followed, could endanger the personal safety and, or property of yourself and others. Read and follow all instructions in this manual before attempting to operate this machine. Failure to comply with these instructions may result in personal injury. When you see this symbol. HEED ITS WARNING!

#### **CALIFORNIA PROPOSITION 65**

WARNING: Engine Exhaust, some of its constituents, and certain vehicle components contain or emit chemicals known to State of California to cause cancer and birth defects or other reproductive harm.



WARNING: Battery posts, terminals, and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Wash hands after handling.



DANGER: This machine was built to be operated according to the safe operation practices in this manual. As with any type of power equipment, carelessness or error on the part of the operator can result in serious injury. This machine is capable of amputating fingers, hands, toes and feet and throwing objects. Failure to observe the following safety instructions could result in serious injury or death.

#### **General Operation**

- Read this operator's manual carefully in its entirety before attempting to assemble this machine. Read, understand, and follow all instructions on the machine and in the marjual(s) before operation. Keep this manual in a safe place for future and regular reference and for ordering replacement parts.
- Be completely familiar with the controls and the proper use of this machine before operating it.
- This machine is a precision piece of power equipment, not a plaything. Therefore, exercise extreme caution at all times. This machine has been designed to perform one job: to mow grass. Do not use it for any other purpose.
- Never allow children under 14 years of age to operate this machine. Children 14 and over should read and understand the instructions and safe operation practices in this manual and on the machine and should be trained and supervised by an adult.
- Only responsible individuals who are familiar with these rules of safe operation should be allowed to use this machine.

- 6. Thoroughly inspect the area where the equipment is to be used. Remove all stones, sticks, wire, bones, toys and other foreign objects, which could be tripped over or picked up and thrown by the blade. Thrown objects can cause serious personal injury.
- Plan your mowing pattern to avoid discharge of material toward roads, sidewalks, bystanders and the like. Also, avoid discharging material against a wall or obstruction, which may cause discharged material to ricochet back toward the operator.
- To help avoid blade contact or a thrown object injury, stay in operator zone behind handles and keep children, bystanders, helpers and pets at least 75 feet from mower while it is in operation. Stop machine if anyone enters area.
- Always wear safety glasses or safety goggles during operation and while performing an adjustment or repair to protect your eyes. Thrown objects which ricochet can cause serious injury to the eyes.
- Wear sturdy, rough-soled work shoes and close-fitting 10. slacks and shirts. Shirts and pants that cover the arms and legs and steel-toed shoes are recommended. Never operate this machine in bare feet, sandals, slippery or lightweight (e.g. canvas) shoes.
- Do not put hands or feet near rotating parts or under the cutting deck. Contact with blade can amputate fingers, hands, toes and feet.

- A missing or damaged discharge cover can cause blade contact or thrown object injuries.
- Many injuries occur as a result of the mower being pulled over the foot during a fall caused by slipping or tripping.
   Do not hold on to the mower if you are falling; release the handle immediately.
- 14. Never pull the mower back toward you while you are walking. If you must back the mower away from a wall or obstruction first look down and behind to avoid tripping and then follow these steps:
  - a. Step back from mower to fully extend your arms.
  - b. Be sure you are well balanced with sure footing.
  - Pull the mower back slowly, no more than half way toward you.
  - d. Repeat these steps as needed.
- Do not operate the mower while under the influence of alcohol or drugs.
- Do not engage the self-propelled mechanism on machines so equipped while starting engine.
- 17. The blade control is a safety device. Never attempt to bypass its operation. Doing so makes the safety device inoperative and may result in personal injury through contact with the rotating blade. The blade control must operate easily in both directions and automatically return to the disengaged position when released.
- 18. Never operate the mower in wet grass. Always be sure of your footing. A slip and fall can cause serious personal injury. If you feel you are losing your footing, release the blade control handle immediately and the blade will stop rotating within three seconds.
- Mow only in daylight or good artificial light. Walk, never run.
- 20. Stop the blade when crossing gravel drives, walks or roads.
- 21. If the equipment should start to vibrate abnormally, stop the engine and check immediately for the cause. Vibration is generally a warning of trouble.
- 22. Shut the engine off and wait until the blade comes to a complete stop before removing the grass catcher or unclogging the chute. The cutting blade continues to rotate for a few seconds after the blade control is released. Never place any part of the body in the blade area until you are sure the blade has stopped rotating.
- Never operate mower without proper trail shield, discharge cover, grass catcher, blade control or other safety protective devices in place and working. Never operate mower with damaged safety devices. Failure to do so can result in personal injury.
- Muffler and engine become hot and can cause a burn. Do not touch.
- Never attempt to make a wheel or cutting height adjustment while the engine is running.
- Only use parts and accessories made for this machine by the manufacturer. Failure to do so can result in personal injury.

- 27. When starting engine, pull cord slowly until resistance is felt, then pull rapidly. Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go. Broken bones, fractures, bruises or sprains could result.
- 28. If situations occur which are not covered in this manual, use care and good judgement. Contact Customer Support for assistance or the name of the nearest service dealer.

#### Slope Operation

Slopes are a major factor related to slip and fall accidents, which can result in severe injury. Operation on slopes requires extra caution. If you feel uneasy on a slope, do not mow it. For your safety, use the slope gauge included as part of this manual to measure slopes before operating this machine on a sloped or hilly area. If the slope is greater than 15 degrees, do not mow it.

#### Do:

- Mow across the face of slopes; never up and down. Exercise extreme caution when changing direction on slopes.
- Watch for holes, ruts, rocks, hidden objects, or bumps which can cause you to slip or trip. Tall grass can hide obstacles.
- Always be sure of your footing. A slip and fall can cause serious personal injury. If you feel you are losing your balance, release the blade control handle immediately and the blade will stop rotating within three (3) seconds.

#### Do Not:

- Do not mow near drop-offs, ditches or embankments, you could lose your footing or balance.
- Do not mow slopes greater than 15 degrees as shown on the slope gauge.
- Do not mow on wet grass. Unstable footing could cause slipping.

#### Children

Tragic accidents can occur if the operator is not alert to the presence of children. Children are often attracted to the mower and the mowing activity. They do not understand the dangers. Never assume that children will remain where you last saw them.

- Keep children out of the mowing area and under watchful care of a responsible adult other than the operator.
- 2. Be alert and turn mower off if a child enters the area.
- Before and while moving backwards, look behind and down for small children.
- Use extreme care when approaching blind corners, doorways, shrubs, trees, or other objects that may obscure your vision of a child who may run into the mower.
- Keep children away from hot or running engines. They can suffer burns from a hot muffler.
- Never allow children under 14 years of age to operate this machine. Children 14 and over should read and understand the instructions and safe operation practices in this manual and on the machine and be trained and supervised by an adult.
- After stopping engine, remove Electric Start Push Key (if equipped) and keep it in a safe place out of the reach of children.

#### Service

#### Safe Handling Of Gasoline:

- To avoid personal injury or property damage use extreme care in handling gasoline. Gasoline is extremely flammable and the vapors are explosive. Serious personal injury can occur when gasoline is spilled on yourself or your clothes, which can ignite. Wash your skin and change clothes immediately.
- 2. Use only an approved gasoline container.
- Never fill containers inside a vehicle or on a truck or trailer bed with a plastic liner. Always place containers on the ground away from your vehicle before filling.
- Remove gas-powered equipment from the truck or trailer and refuel it on the ground. If this is not possible, then refuel such equipment on a trailer with a portable container, rather than from a gasoline dispenser nozzle.
- Keep the nozzle in contact with the rim of the fuel tank or container opening at all times until fueling is complete. Do not use a nozzle lock-open device.
- 6. Extinguish all cigarettes, cigars, pipes and other sources of ignition.
- Never fuel machine indoors because flammable vapors will accumulate in the area.
- Never remove gas cap or add fuel while engine is hot or running. Allow engine to cool at least two minutes before refueling.
- Never over fill fuel tank. Fill tank to no more than 1 inch below bottom of filler neck to provide for fuel expansion.
- 10. Replace gasoline cap and tighten securely.
- If gasoline is spilled, wipe it off the engine and equipment.
   Move machine to another area. Wait 5 minutes before starting engine.
- Never store the machine or fuel container near an open flame, spark or pilot light as on a water heater, space heater, furnace, clothes dryer or other gas appliances.
- To reduce fire hazard, keep machine free of grass, leaves, or other debris build-up. Clean up oil or fuel spillage and remove any fuel soaked debris.
- 14. Allow machine to cool at least 5 minutes before storing.

#### **General Service:**

- Never run an engine indoors or in a poorly ventilated area.
   Engine exhaust contains carbon monoxide, an odorless and deadly gas.
- Before cleaning, repairing, or inspecting, make certain the blade and all moving parts have stopped. Disconnect the spark plug wire and ground against the engine and remove Electric Start Push Key (if equipped) to prevent unintended starting.

- 3. Check the blade and engine mounting boths at frequent intervals for proper tightness. Also, visually inspect blade for damage (e.g., bent, cracked, worn) Replace blade with the original equipment manufacture's (O.E.M.) blade only, listed in this manual. "Use of parts which do not meet the original equipment specifications may lead to improper performance and compromise safety!"
- Mower blades are sharp and can cut. Wrap the blade or wear gloves, and use extra caution when servicing them.
- Keep all nuts, bolts, and screws tight to be sure the equipment is in safe working condition.
- Never tamper with safety devices. Check their proper operation regularly.
- After striking a foreign object, stop the engine, disconnect the spark plug wire and ground against the engine.
   Thoroughly inspect the mower for any damage. Repair the damage before starting and operating the mower.
- Never attempt to make a wheel or cutting height adjustment while the engine is running.
- 9. Grass catcher components, discharge cover, and trail shield are subject to wear and damage which could expose moving parts or allow objects to be thrown. For safety protection, frequently check components and replace immediately with original equipment manufacturer's (O.E.M.) parts only, listed in this manual. "Use of parts which do not meet the original equipment specifications may lead to improper performance and compromise safety!"
- Do not change the engine's governor setting or over-speed the engine. The governor controls the maximum safe operating speed of the engine.
- Check fuel line, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
- 12. Do not crank engine with spark plug removed.
- Maintain or replace safety and instruction labels, as necessary.
- Observe proper disposal laws and regulations. Improper disposal of fluids and materials can harm the environment.
- 15. According to the Consumer Products Safety Commission (CPSC) and the U.S. Environmental Protection Agency (EPA), this product has an Average Useful Life of seven (7) years, or 140 hours of operation. At the end of the Average Useful Life have the machine inspected annually by an authorized service dealer to ensure that all mechanical and safety systems are working properly and not worn excessively. Failure to do so can result in accidents, injuries or death.

#### Do not modify engine

To avoid serious injury or death, do not modify engine in any way. Tampering with the governor setting can lead to a runaway engine and cause it to operate at unsafe speeds. Never tamper with factory setting of engine governor.

#### **Notice Regarding Emissions**

Engines which are certified to comply with California and federal EPA emission regulations for SORE (Small Off Road Equipment) are certified to operate on regular unleaded gasoline, and may include the following emission control systems: Engine Modification (EM), Oxidizing Catalyst (OC), Secondary Air Injection (SAI) and Three Way Catalyst (TWC) if so equipped.

#### **Spark Arrestor**



**WARNING:** This machine is equipped with an internal combustion engine and should not be used on or near any unimproved forest-covered, brush covered or grass-covered land unless the engine's exhaust system is equipped with a spark arrestor meeting applicable local or state laws (if any).

If a spark arrestor is used, it should be maintained in effective working order by the operator. In the State of California the above is required by law (Section 4442 of the California Public Resources Code). Other states may have similar laws. Federal laws apply on federal lands.

A spark arrestor for the muffler is available through your nearest engine authorized service dealer or contact the service department, P.O. Box 361131 Cleveland, Ohio 44136-0019.

#### **Safety Symbols**

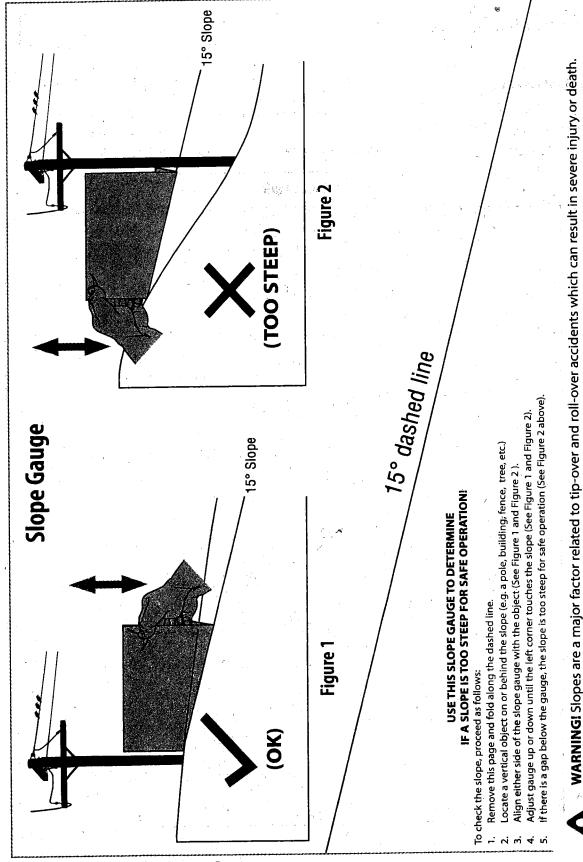
This page depicts and describes safety symbols that may appear on this product. Read, understand, and follow all instructions on the machine before attempting to assemble and operate.

Symbol	Description
	READ THE OPERATOR'S MANUAL(S) Read, understand, and follow all instructions in the manual(s) before attempting to assemble and operate
	DANGER — ROTATING BLADES  To reduce the risk of injury, keep hands and feet away. Do not operate unless discharge cover or grass catcher is in its proper place. If damaged, replace immediately.
自然	DANGER — BYSTANDERS Do not mow when children or others are around.
	DANGER — HAND/ FOOT CUT Keep hands and feet away from rotating parts.
<b>*</b>	DANGER — THROWN DEBRIS Remove objects that can be thrown by the blade in any direction. Wear safety glasses.
MAX 15	DANGER — SLOPES  Use extra caution on slopes. Do not mow slopes greater than 15°.
	WARNING—GASOLINE IS FLAMMABLE Allow the engine to cool at least two minutes before refueling.
	WARNING— CARBON MONOXIDE  Never run an engine indoors or in a poorly ventilated area. Engine exhaust contains carbon monoxide, an odorless and deadly gas.
	WARNING HOT SURFACE Engine parts, especially the muffler, become extremely hot during operation. Allow engine and muffler to cool before touching.



**WARNING:** Your Responsibility—Restrict the use of this power machine to persons who read, understand and follow the warnings and instructions in this manual and on the machine.

#### **SAVE THESE INSTRUCTIONS!**



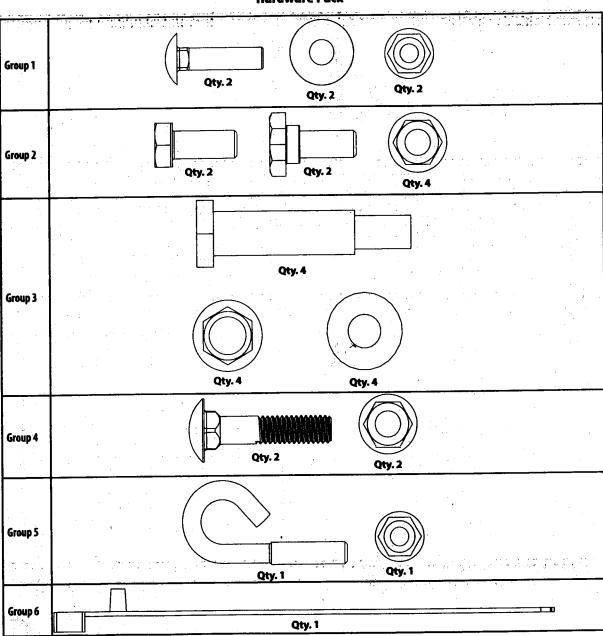
Do not operate machine on slopes in excess of 15 degrees. All slopes require extra caution.

Always mow across the face of slopes, never up and down slopes.

#### **Contents of Carton**

- One Lawn Mower
- One Hardware Pack
- One Blade Control
- One Lawn Mower Operator's Manual
- Four Wheels
- One Chute Deflector
- One Engine Operator's Manual
- One Upper & Lower Handle
- One Bottle of Oil

#### **Hardware Pack**



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#### **Tools Required**

- ¾6-inch wrench (or adjustable wrench)
- ½-inch wrench (or adjustable wrench)
- %-inch wrench (or adjustable wrench)
- ¾-inch wrench (or adjustable wrench)

#### **Assembly**

**NOTE:** This lawn mower is shipped without gasoline or oil in the engine. Fill up the gasoline and oil as instructed in the accompanying engine manual BEFORE operating your mower.

#### **Chute Deflector**

**NOTE:** Use the hardware in Group 1 to complete the following steps.

- 1. Align the holes on the chute deflector with the corresponding holes on the deck surface.
- 2. Insert carriage screws up through the underside of the deck and through the chute deflector. See Figure 3-1.

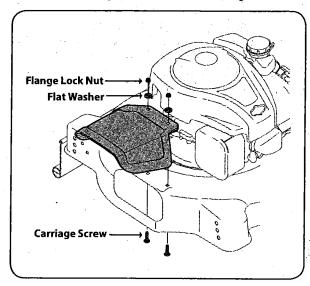


Figure 3-1

3. Secure each screw with a washer and lock nut.

#### **Lower Handle**

**NOTE:** Use the hardware in Groups 2 and 4 to complete the following steps.

- Lift the rear of the deck and place it on a block of wood to secure it.
- Place the lower handle over the deck and align the holes on the deck with the corresponding holes on the handle.
- Secure the lower handle to the deck using the hex screws, shoulder screws, and flange lock nuts. See Figure 3-2.

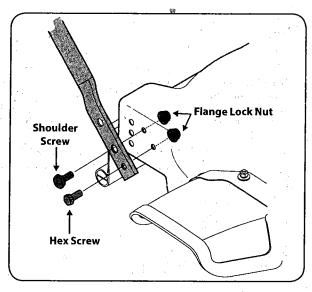


Figure 3-2

#### **Upper Handle**

**NOTE:** Use the hardware in Groups 2 and 4 to complete the following steps.

- Place the upper handle in position over the lower handle keeping the blade control handle facing up.
- Secure the upper handle to the lower handle using the carriage bolts and lock nuts from Group 4 of the hardware pack. See Figure 3-3.

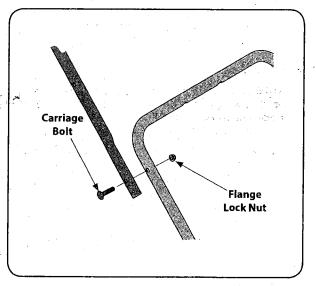


Figure 3-3

#### Wheels

**NOTE:** Use the hardware in Group 3 to complete the following steps.

The holes in the deck provide three cutting heights. Use corresponding holes when attaching all four wheels (i.e. for the lowest cutting position, assemble each wheel at the highest hole on the deck). Refer to the Cutting Height Adjustment section for more information.

1. Secure each wheel to the deck as shown in Figure 3-4.

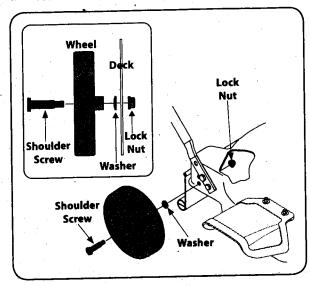


Figure 3-4

**NOTE:** The cupped side of each washer should be pressed against the deck.

#### **Blade Control**

**NOTE:** If the blade control is secured and in place on the upper handle, you may skip the following three steps. If, however, the blade control became displaced either during shipping or during assembly, reattach it as follows:

 Insert the curved end of the blade control into the center hole located on the right side of the upper handle. See Figure 3-5.

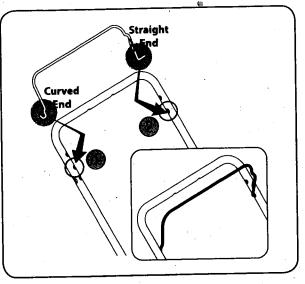


Figure 3-5

- Gently squeeze the blade control inward and insert the straight end into the lower hole located on the left side of the upper handle. See Figure 3-5.
- 3. Check to confirm that the blade control pivots freely against the upper handle.

**NOTE:** Your mower has been supplied with one of two types of control cables - one that is secured with a snap fitting as shown in Figure 3-7 or one that is secured with a stud as shown in Fig. 3-8. Make note of the cable supplied with your mower and follow the appropriate steps below.

#### **Control Cable (Snap Fitting)**

Unwrap the control cable from the engine and route it under the lower handle.

#### **Z** Fitting

 To make it easier to attach the Z fitting, temporarily remove the left side of the blade control as shown in Figure 3-6.

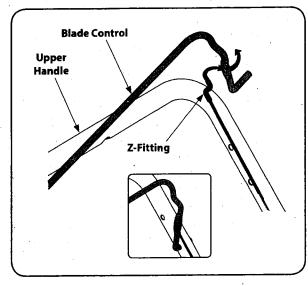


Figure 3-6

- Hook the Z end of the brake cable into the control from the inside to outside. See Figure 3-6.
- 3. Reattach the left side of the blade control.

#### **Securing Control Cable**

**NOTE:** Use the hardware in Group 6 to complete the following steps.



**WARNING:** The cable must be routed properly to avoid contact with all sharp edges and hot surfaces. Such contacts damage the cable and render the controls inoperative.

 Press the stud found inside the snap fitting into the hole found on the left side of the upper handle, as shown in Figure 3-7.

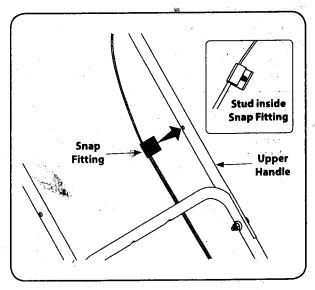


Figure 3-7

Secure the cable to the lower left handle with a cable tie.Trim off the extra length of the cable tie.

#### Control Cable (Stud)

Unwrap the control cable from the engine and route it under the lower handle.

#### Securing Control Cable



**WARNING:** The cable must be routed properly to avoid contact with all sharp edges and hot surfaces. Such contacts damage the cable and render the controls inoperative.

 Press the stud found on the cable fitting into the hole found on the left side of the upper handle, as shown in the Figure 3-8 insets.

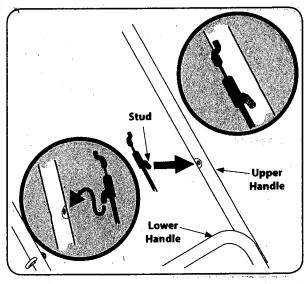


Figure 3-8

#### **Z** Fitting

**NOTE:** Use the hardware in Group 6 to complete the following steps.

 To make it easier to attach the Z fitting, temporarily remove the left side of the blade control as shown in Figure 3-9.

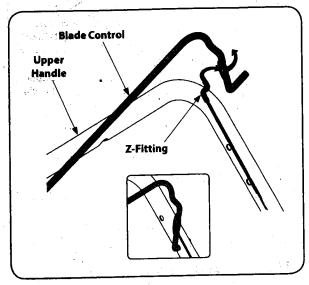


Figure 3-9

- Pull up on the Z end of the brake cable and hook it into the control from the inside to outside. See Figure 3-9.
- 3. Reattach the left side of the blade control.
- Secure the cable to the lower left handle with a cable tie.
   Trim off the extra length of the cable tie.

#### **Starter Rope**

**NOTE:** Use the hardware in Group 5 and refer to Figure 3-10 to complete the following steps.

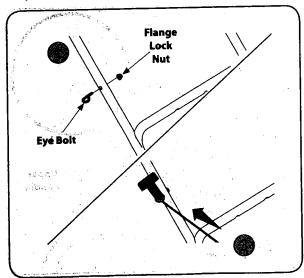


Figure 3-10

- Attach the eye bolt to the upper handle and loosely thread the lock nut on to secure it. Do NOT tighten. See Figure 3-10.
- With the spark plug wire disconnected and grounded, depress the blade control and pull the rope out of the engine.
- 3. Loop the rope through the eye bolt. See Figure 3-10.
- Tighten the eye bolt to the handle using the lock nut. DO NOT overtighten.

#### **Adjustments**

#### **Cutting Height**

 Remove the carriage bolts and related hardware from the wheels. See Figure 3-11.

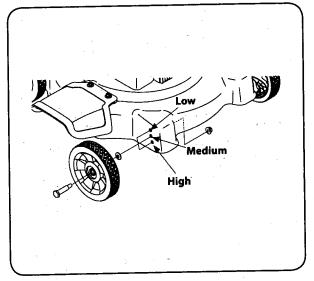


Figure 3-11

 Reattach the wheels with carriage bolts at another hole. Remember to attach ALL wheels at the same relative position to ensure an even cut. Refer to instructions for Attaching The Wheels earlier in this section. For a higher cutting height, use the lower hole on the deck. For a lower cutting height, use the upper hole.

#### Set-Up

#### Gas and Oil Fill-Up

Refer to the separate engine owner's manual for additional engine information.

- 1. Add oil provided before starting unit for the first time out of the box.
- Service the engine with gasoline as instructed in the separate engine owner's manual.



**WARNING:** Use extreme care when handling gasoline. Gasoline is extremely flammable and the vapors are explosive. Never fuel the machine indoors or while the engine is hot or running. Extinguish cigarettes, cigars, pipes and any other sources of ignition.

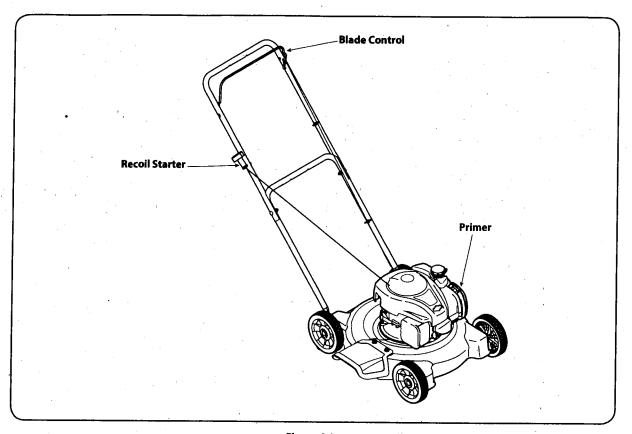


Figure 4-1

#### **Blade Control**

The blade control is attached to the upper handle of the mower. Depress and squeeze it against the upper handle to operate the unit. Release it to stop engine and blade.



**WARNING:** This blade control is a safety device. Never attempt to bypass its operations.



#### **Primer**

The primer is located on the left side of the engine. The primer is used to pump gas into the carburetor and aid in starting the engine.

#### **Recoil Starter**

The recoil starter is attached to the right upper handle. Stand behind the unit and pull the recoil starter rope to start the unit.

#### **Operation**

#### **Starting Engine**



**WARNING:** Be sure no one other than the operator is standing near the lawn mower while starting engine or operating mower. Never run engine indoors or in enclosed, poorly ventilated areas. Engine exactlest contains carbon monoxide, an odorless and deadly gas. Keep hands, feet, hair and loose clothing away from any moving parts on engine and lawn mower.

Follow the set of instructions pertaining to your unit. Refer to engine manual for help with the engine.

#### **Briggs & Stratton**

- Push the primer three times. See Figure 5-1. Do not prime to restart a warm engine.
  - **NOTE:** If you push the primer too many times, excessive fuel will flood the engine and it will be difficult to start.
- Standing behind the mower, squeeze the blade control against upper handle.
- Holding these two handles together firmly, grasp recoil starter handle and pull rope out with a rapid, continuous, full arm stroke. See Figure 5-1. Keeping a firm grip on the starter handle, let the rope rewind slowly. Repeat until engine cranks. Let the rope rewind each time slowly.

#### MTD

- Push primer 3 times. Wait about two seconds between each push. See Figure 5-2. In temperature below 50°F, prime 5 times. After the engine is warmed up, one prime may be needed for all temperatures.
- Standing behind the mower, squeeze and hold the blade control against upper handle.
- Pull the recoil starter lightly until resistance is felt, then pull rapidly to overcome compression, prevent kickback, and start the engine. Repeat if necessary. See Figure 5-2.

**IMPORTANT:** Do not allow the recoil starter to snap back against the rope guide.

If engine does not start, it may be necessary to re-prime the engine.

#### **Stopping Engine**

Release blade control to stop the engine and blade.



**WARNING:** Wait for the blade to stop completely before performing any work on the mower or to remove the mulching baffle (if equipped).

#### **Using Your Lawn Mower**

Be sure lawn is clear of stones, sticks, wire, or other objects which could damage lawn mower or engine. Such objects could be accidently thrown by the mower in any direction and cause serious personal injury to the operator and others.

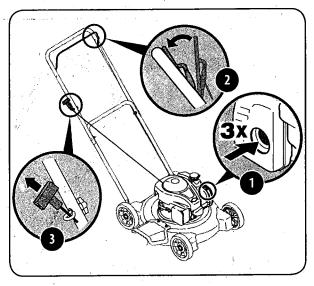


Figure 5-1

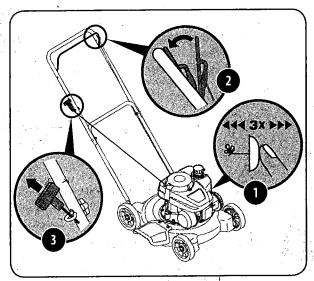


Figure 5-2



**WARNING:** The operation of any lawn mower can result in foreign objects being thrown into the eyes, which can damage your eyes severely. Always wear safety glasses while operating the mower, or while performing any adjustments or repairs on it.



**WARNING:** If you strike a foreign object, stop the engine. Remove wire from the spark plug, thoroughly inspect mower for any damage, and repair damage before restarting and operating. Extensive vibration of mower during operation is an indication of damage. The unit should be promptly inspected and repaired.

#### **Maintenance**

#### **General Recommendations**

- Always observe safety rules when performing any maintenance.
- The warranty on this lawn mower does not cover items that have been subjected to operator abuse or negligence. To receive full value from warranty, operator must maintain the lawn mower as instructed here.
- Changing of engine-governed speed will void engine warranty.
- All adjustments should be checked at least once each
  season.
- Periodically check all fasteners and make sure these are tight.



**WARNING:** Always stop engine, allow engine to cool, disconnect spark plug, and ground against engine before performing any type of maintenance on your machine.

#### Lubrication

 Lubricate pivot points on the blade control at least once a season with light oil. This control must operate freely in both directions. See Figure 6-1.

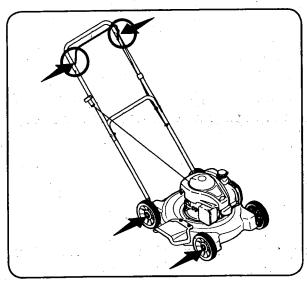


Figure 6-1

- Lubricate the wheels at least once a season with light oil (or motor oil). If wheels are removed for any reason, lubricate surface of the axle bolt and inner surface of the wheel with light oil. See Figure 6-1.
- Follow the accompanying engine manual for lubrication schedule and instruction for engine lubrication.

#### Deck Care

Clean underside of the mower deck after each use to prevent build-up of grass clippings or other debris. Follow steps below for this job.

- Disconnect spark plug wire. Drain gasoline from lawn mower or place a piece of plastic under the gas cap.
- Tip mower so that it rests on the housing. Keep the side with the air cleaner facing up. Hold mower firmly.



**WARNING:** Never tip the mower more than 90° in any direction and do not leave the mower tipped for any length of time. Oil can drain into the upper part of the engine causing a starting problem.

3. Scrape and clean the underside of the deck with a suitable tool. Do not sprey with water

IMPORTANT: Do not use a pressure washer or garden hose to clean your unit. These may cause damage to the engine. The use of water will result in shortened life and reduce serviceability.

 Put the mower back on its wheels on the ground. If you had put plastic under the gas cap earlier, make sure to remove it

#### **Engine Care**

A list of key engine maintenance jobs required for good performance by the mower is given below. Follow the accompanying engine manual for a detailed list and instructions.

- Maintain oil level as instructed in engine manual.
- Service air cleaner every 25 hours under normal conditions.
   Clean every few hours under extremely dusty conditions.
   Poor engine performance and flooding usually indicates that the air cleaner should be serviced. To service the air cleaner, refer to the engine manual.
- Clean spark plug and reset the gap once a season. Spark plug replacement is recommended at the start of each mowing season. Check engine manual for correct plug type and gap specifications.
- Clean engine regularly with a cloth or brush. Keep the top of the engine clean to permit proper air circulation. Remove all grass, dirt, and combustible debris from muffler area.
- Engines stored between 30 and 90 days need to be treated with a gasoline stabilizer such as **STA-BIL®** to prevent deterioration and gum from forming in fuel system or on essential carburetor parts.

#### **Blade Care**



**WARNING:** When removing the cutting blade for sharpening or replacement, protect your hands with a pair of heavy gloves or use a heavy rag to hold the blade.

Periodically inspect the blade adapter for cracks, especially if you strike a foreign object. Replace when necessary. Follow the steps below for blade service.

- Disconnect spark plug boot from spark plug. Turn mower on its side making sure that the air filter and the carburetor are facing up.
- Remove the bolt and the blade bell support which hold the blade and the blade adapter to the engine crankshaft. See Figure 7-1.

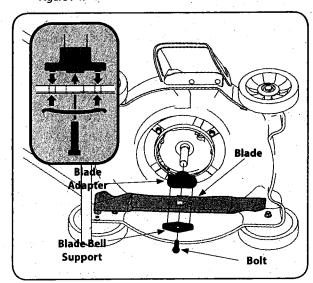


Figure 7-1

- 3. Remove blade and adapter from the crankshaft. See Figure 7-1.
- Remove blade from the adapter for testing balance.
  Balance the blade on a round shaft screwdriver to check.
  Remove metal from the heavy side until it balances evenly.
  When sharpening the blade, follow the original angle of grind. Grind each cutting edge equally to keep the blade balanced.



**WARNING:** An unbalanced blade will cause excessive vibration when rotating at high speeds. It may cause damage to mower and could break causing personal injury.

- 5. Lubricate the engine crankshaft and the inner surface of the blade adapter with light oil. Slide the blade adapter onto the engine crankshaft. Place the blade on the adapter such that the side of the blade marked "Bottom" (or with part number) faces the ground when the mower is in the operating position. Make sure that the blade is aligned and seated on the blade adapter flanges.
- Place blade bell support on the blade. Align notches on the blade bell support with small holes in blade.
- 7. Replace hex bolt and tighten hex bolt to torque: 450 in. lbs. min., 600 in. lbs. max.

To ensure safe operation of your mower, periodically check the blade bolt for correct torque.

#### **Off-Season Storage**

The following steps should be taken to prepare your lawn mower for storage.

- Clean and lubricate mower thoroughly as described in the lubrication instructions.
- Do not use a pressure washer or garden hose to clean your unit
- Coat mower's cutting blade with chassis grease to prevent rusting.
- Refer to engine manual for correct engine storage instructions.
- Store mower in a dry, clean area. Do not store next to corrosive materials, such as fertilizer.

When storing any type of power equipment in a poorly ventilated or metal storage shed, care should be taken to rust-proof the equipment. Using a light oil or silicone, coat the equipment, especially cables and all moving parts of your lawn mower before storage.

## Troubleshooting

Problem	Cause	Remedy
Epgine Fails to start	4. Blacle control disengaged, 2. Spark plug boot disconnected. 3. Fuel tank empty or stale fuel.	1. Engage blade control. 2. Connect wire to spark boot. 3. Fill tank with clean, fresh gasoline.
	4. Engine not primed (if equipped with primer). 5. Faulty spark plug.	4. Prime engine as instructed in the Operation section.  5. Clean, adjust gap, or replace.
	6. Bjocked fuel line. 7. Engine flooded.	Clean fuel line     Walt a few minutes to restart, but do not prime.
Engine runs erratic	8. Fuel valve (if equipped) slosed.  9. Engine not choked (if equipped with choke).  1. Spark plug boot loose.	8. Open fuel valve. See engine manual. 9. Choke engine. See engine manual. 1. Connect and tighten spark plug boot.
	2. Blocked fuel line or stale fuel. 3. Vent in gas cap plugged.	Clean fuel line; fill tank with clean, fresh gasoline.  3. Clear vent.
	<ul><li>4. Water or dirt in fuel system.</li><li>5. Dirty air cleaner.</li><li>6. Unit running with CHOKE (if equipped) applied.</li></ul>	4. Drain fuel tank. Refill with fresh fuel.  5. Refer to engine manual.  6. Push CHOKE knob in.
Engine overheats  Occasional skips	1. Engine oil level low. Falls Fire.  2. Air flow restricted.	Fill crankcase with proper oil. Clean area around and on top of engine.
(hesitates) at high speed	Spark plug gap too close.      Spark plug fouled, faulty, or gap too wide.	Adjust gap. Refer to engine manual.      Reset gap or replace spark plug. Refer to
Excessive Vibration	Dirty air rleaner     Cutting blade loose or unbalanced.	engine manual.  2. Réfer to engine manual.  1. Tighten blade and adapter. Balance blade.
Mower will not mulch grass	2. Bent cutting blade.  1. Wet grass.  7. The second seco	2. See an authorized service dealer.  1. Do not mow when grass is wet; walt until later to cut:  1. Jater to cut:
	Excessively high grass,     Duli blade,	2. Mow once at a high cutting height, then mow again at desired height or make a narrower cutting path.  3. Sharpen or replace blade.
Uneven cut	Wheels not positioned correctly.      Dull blade.	<ol> <li>Place all four wheels in same height position (if equipped with individual height adjusters).</li> <li>Sharpen or replace blade.</li> </ol>

### **Replacement Parts**

Component	Part N	lumber and Description
· mmmmm	759-3336 951-14437 951-10292	Spark Plug (Briggs & Stratton) Spark Plug (MTD - 140cc) Spark Plug (MTD - 139cc)
	BS-799579 951-14627 951-14628 951-10732 951-10298	Air Filter Cartridge (Briggs & Stratton) Air Cleaner (MTD - 140cc Foam) Air Cleaner (MTD - 140cc Paper) Air Cleaner (MTD - 139cc Oval) Air Cleaner Kit (MTD - 139cc Square)
	BS-799585 951-14694 951-12738	Fuel Tank Cap (Briggs & Stratton) Fuel Cap Assembly (MTD - 140cc) Fuel Cap Assembly (MTD - 140cc)
	951-10358A	Fuel Filter (MTD)
	734-04063B	Wheel
	731-0064	Discharge Chute
13:	942-0640	Mulching Blade

Phone (800) 800-7310 or (330) 220-4683 to order replacement parts or a complete Parts Manual (have your full model number and serial number ready). Parts Manual downloads are also available free of charge at www.mtdproducts.com.

### **Attachments & Accessories**

Component	Model	Number and Description
	490-850-0005	Blade Removal Tool — Holds blade in place for faster, safer removal.
	SPW-134	Spark Plug Wrench — Duel ended wrench to serve multiple uses. Fits ¾" or 1%6" hex plug.
	490-850-0008	Oil Siphon — Makes it easy to transfer gas, oil and liquids from tank to container.
	490-850-0016	Side Discharge Blower — Blows leaves, grass clippings and debris. Eliminates need for separate blower. Easy installation with no tools.
	490-850-0015	Cargo Carrier — Conveniently holds drinks, tools and more. Simple installation. Attaches in less than two minutes with no tools.
	490-241-0034	Garage Floor Mat — Anti-skid mat, measures 24" x 36". Projects garage floor form stains.
	490-850-0012	Mower Kick Stand — Keeps mower stable for changing/ sharpening blade and cleaning underside of deck.

Phone (800) 800-7310 or (330) 220-4683 to order attachments and accessories. Have your mower's full model number and serial number ready to assure compatibility. Items can also be purchased online at www.mtdproducts.com.

Component	Model Number and Description
	22216 STA-BIL® fuel Stabilizer, 32 oz — Treats 80 gallons of fuel. Keeps stored fuel fresh for quick, easy starts. Prevents corrosion from moisture and ethanol-induced attraction. Prevents gum and varnish.
	490-290-0012 Mower Cover — Protects your mower against sun, rain and dust damage. Coated for maximum water resistance and repellency. U.V. and milddew resistant
	490-900-0062 Non-Stick Mower Deck Spray — Long-Lasting anti-stick graphite spray. Prevents grass clippings buildup in mowing deck.

Phone (800) 800-7310 or (330) 220-4683 to order attachments and accessories. Have your mower's full model number and serial number ready to assure compatibility. Items can also be purchased online at www.mtdproducts.com.

### MANUFACTURER'S LIMITED WARRANTY FOR



The limited warranty set forth below is given by MTD LLC with respect to new merchandise purchased and used in the United States and/or its territories and possessions, and by MTD Products Limited with respect to new merchandise purchased and used in Canada and/or its territories and possessions (either entity respectively, "MTD").

This warranty is in addition to any applicable emissions warranty provided with your product.

"MTD" warrants this product (excluding its Normal Wear Parts and Attachments as described below) against defects in material and workmanship for a period of one (1) year commencing on the date of original purchase and will, at its option, repair or replace, free of charge, any part found to be defective in materials or workmanship. This limited warranty shall only apply if this product has been operated and maintained in accordance with the Operator's Manual furnished with the product, and has not been subject to misuse, abuse, commercial use, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water, or damage because of other peril or natural disaster. Damage resulting from the installation or use of any part, accessory or attachment not approved by MTD for use with the product(s) covered by this manual will void your warranty as to any resulting damage.

Normal Wear Parts are warranted to be free from defects in material and workmanship for a period of thirty (30) days from the date of purchase. Normal wear parts include, but are not limited to items such as: batteries, belts, blades, blade adapters, tines, grass bags, wheels, rider deck wheels, seats, snow thrower skid shoes, friction wheels, shave plates, auger spiral rubber and tires.

Attachments — MTD warrants attachments for this product against defects in material and workmanship for a period of one (1) year, commencing on the date of the attachment's original purchase or lease. Attachments include, but are not limited to items such as: grass collectors and mulch kits.

**HOW TO OBTAIN SERVICE:** Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer. To locate the dealer in your area:

#### In the U.S.A.

Check your Yellow Pages, or contact MTD LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019, or call 1-800-800-7310, 1-330-220-4683 or log on to our Web site at www.mtdproducts.com:

#### <u>In Canada</u>

Contact MTD Products Limited, Kitchener, ON N2G 4J1, or call 1-800-668-1238 or log on to our Web site at www.mtdcanada.com.

This limited warranty does **not** provide coverage in the following cases:

 The engine or component parts thereof. These items may carry a separate manufacturer's warranty. Refer to applicable manufacturer's warranty for terms and conditions.

- Log splitter pumps, valves, and cylinders have a separate one- year warranty.
- c. Routine maintenance items such as lubricants, filters, blade sharpening, tune-ups, brake adjustments, clutch adjustments, deck adjustments, and normal deterioration of the exterior finish due to use or exposure.
- Service completed by someone other than an authorized service dealer.
- MTD does not extend any warranty for products sold or exported outside of the United States and/or Canada, and their respective possessions and territories, except those sold through MTD's authorized channels of export distribution.
- Replacement parts that are not genuine MTD parts.
- g. Transportation charges and service calls.
- MTD does not warrant this product for commercial use.

No implied warranty, including any implied warranty of merchantability or fitness for a particular purpose, applies after the applicable period of express written warranty above as to the parts as identified. No other express warranty, whether written or oral, except as mentioned above, given by any person or entity, including a dealer or retailer, with respect to any product, shall bind MTD. During the period of the warranty, the exclusive remedy is repair or replacement of the product as set forth above.

The provisions as set forth in this warranty provide the sole and exclusive remedy arising from the sale. MTD shall not be liable for incidental or consequential loss or damage including, without limitation, expenses incurred for substitute or replacement lawn care services or for rental expenses to temporarily replace a warranted product.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. **Alteration of safety features of the product shall void this warranty.** You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the misuse or inability to use the product.

This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift.

**HOW STATE LAW RELATES TO THIS WARRANTY:** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**IMPORTANT:** Owner must present Original Proof of Purchase to obtain warranty coverage.

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019; Phone: 1-800-800-7310, 1-330-220-4683 MTD Canada Limited - KITCHENER, ON N2G 4J1; Phone 1-800-668-1238



- en Operator's Manual
- **es** Manual del Operario
- Manuel de l'opérateur



#### **Model 80000**

E Series™

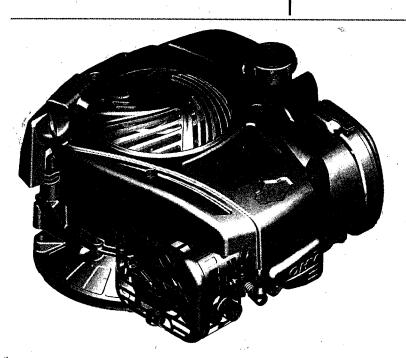
300e Series™ 450e Series™

#### Model 90000

E Series™ **EX Series**™

500e Series™ 550e Series™ 550ex Series™ 575ex Series™ 600e Series™

625ex Series™



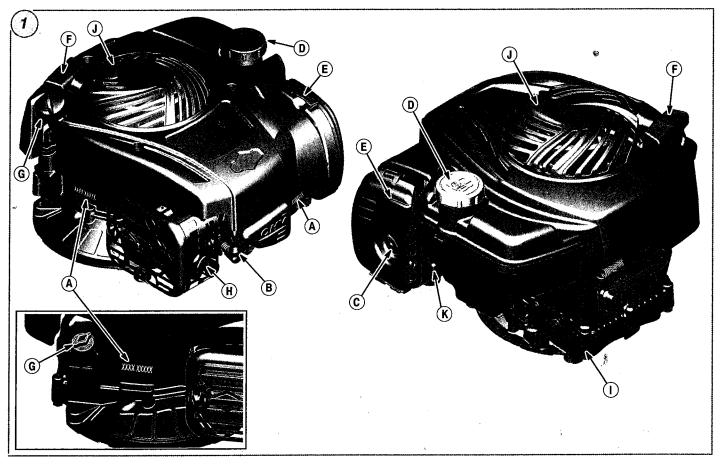
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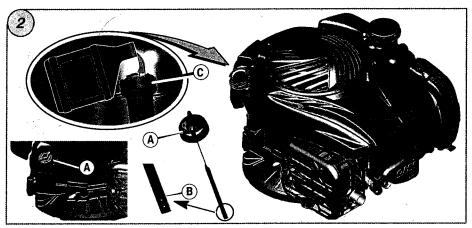
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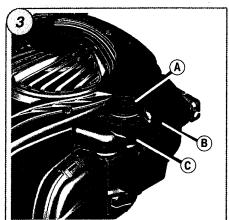
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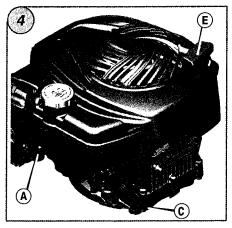
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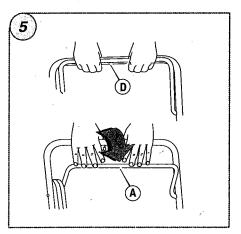
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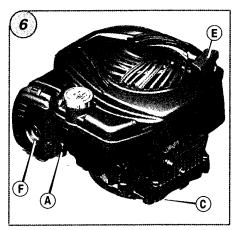




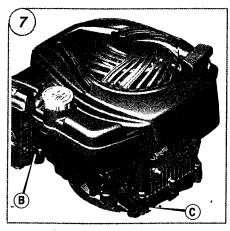


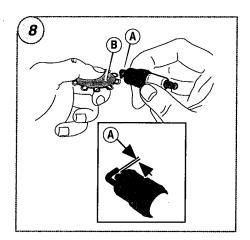


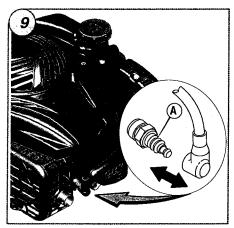


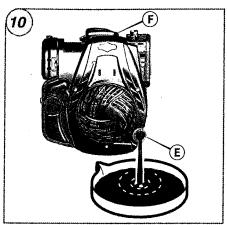


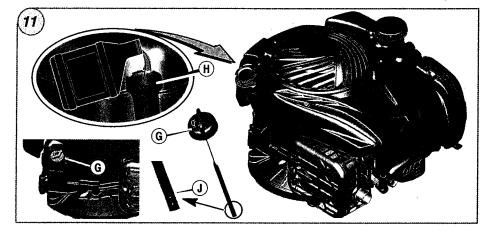
**BRIGGSandSTRATTON.COM** 

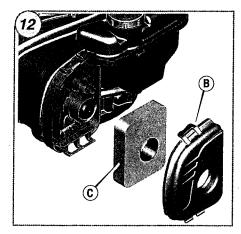


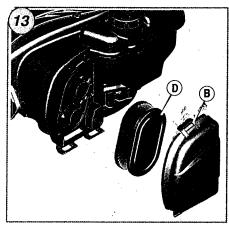


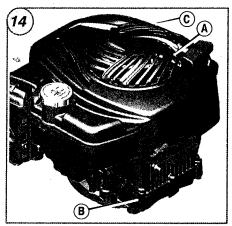












#### **General Information**

This manual contains safety information to make you aware of the hazards and risks associated with engines and how to avoid them. It also contains instructions for the proper use and care of the engine. Because Briggs & Stratton Corporation does not necessarily know what equipment this engine will power, it is important that you read and understand these instructions and the instructions for the equipment. Save these original instructions for future reference.

For replacement parts or technical assistance, record below the engine model, type, and code numbers along with the date of purchase. These numbers are located on your engine (see the *Features and Controls* page).

Date of purchase:	*	
•	MM/DD/YYYY	
Engine model:		

Model:

Type:

Code:

Look for the 2D barcode located on some engines. When viewed with a 2D-capable device, the code will bring up our website where you can access support information for this product. Data rates apply. Some countries may not have online support information available.



Power Ratings: The gross power rating for individual gasoline engine models is labeled in accordance with SAE (Society of Automotive Engineers) code J1940 Small Engine Power & Torque Rating Procedure, and is rated in accordance with SAE J1995. Torque values are derived at 2600 RPM for those engines with "rpm" called out on the label and 3060 RPM for all others; horsepower values are derived at 3600 RPM. The gross power curves can be viewed at www.BRIGGSandSTRATTON.COM. Net power values are taken with exhaust and air cleaner installed whereas gross power values are collected without these attachments. Actual gross engine power will be higher than net engine power and is affected by, among other things, ambient operating conditions and engine-to-engine variability. Given the wide array of products on which engines are placed, the gasoline engine may not develop the rated gross power when used in a given piece of power equipment. This difference is due to a variety of factors including, but not limited to, the variety of engine components (air cleaner, exhaust, charging, cooling, carburetor, fuel pump, etc.), application limitations, ambient operating conditions (temperature, humidity, altitude), and engine-to-engine variability. Due to manufacturing and capacity limitations, Briggs & Stratton may substitute an engine of higher rated power for this engine.

#### **Operator Safety**

#### SAFETY AND CONTROL SYMBOLS



The safety alert symbol is used to identify safety information about hazards that can result in personal injury. A signal word (DANGER, WARNING, or CAUTION) is used with the alert symbol to indicate the likelihood and the potential severity of injury. In addition, a hazard symbol may be used to represent the type of hazard.



**DANGER** indicates a hazard which, if not avoided, will result in death or serious Injury.



**WARNING** indicates a hazard which, if not avoided, **could result in death or serious injury**.



**CAUTION** indicates a hazard which, if not avoided, **could result in minor or** moderate injury.

NOTICE indicates a situation that could result in damage to the product.



#### **WARNING**

Certain components in this product and its related accessories contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Wash hands after handling.



#### **WARNING**

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.



#### WARNING

Briggs & Stratton Engines are not designed for and are not to be used to power: fun-karts; go-karts; children's, recreational, or sport all-terrain vehicles (ATVs); motorbikes; hovercraft; aircraft products; or vehicles used in competitive events not sanctioned by Briggs & Stratton. For information about competitive racing products, see www.briggsracing.com. For use with utility and side-by-side ATVs, please contact Briggs & Stratton Engine Application Center, 1-866-927-3349. Improper engine application may result in serious injury or death.

**NOTICE:** This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.



### WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

### When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary
- If fuel spills, wait until it evaporates before starting engine.

### When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.

### When Operating Equipment

- Do not tip engine or equipment at angle which causes fuel to spill.
- Do not choke the carburetor to stop engine.
- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

### When Changing Oil

When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

### When Tipping Unit for Maintenance

When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

### When Transporting Equipment

Transport with fuel tank EMPTY or with fuel shut-off valve OFF.

### When Storing Fuel Or Equipment With Fuel In Tank

Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.



### WARNING



Starting engine creates sparking.

Sparking can ignite nearby flammable gases. Explosion and fire could result.

- If there is natural or LP gas leakage in area, do not start engine.
- Do not use pressurized starting fluids because vapors are flammable.



### WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You
CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.



### WARNING

pull rapidly to avoid kickback.



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

- Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then
- Remove all external equipment/engine loads before starting engine.
- Direct-coupled equipment components such as, but not limited to, blades, impellers, pulleys, sprockets, etc., must be securely attached.



### WARNING



Rotating parts can contact or entangle hands, feet, hair, clothing, or accessories.

Traumatic amputation or severe laceration can result.

- Operate equipment with guards in place.
- Keep hands and feet away from rotating parts.
- Tie up long hair and remove jewelry.
- Do not wear loose-fitting clothing, dangling drawstrings or items that could become caught.



### WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.



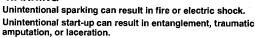
Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.





### **WARNING**





Fire hazard



### Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine speed.
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

### When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

# **Features and Controls**

Compare the illustration ① with your engine to familiarize yourself with the location of various features and controls.

- A. Engine Identification Model Type Code
- B. Spark Plug
- C. Primer (optional)
- D. Fuel Tank and Cap
- E. Air Cleaner
- F. Starter Cord Handle
- G. Dipstick
- Muffler Muffler Guard (optional)
   Spark Arrester (optional)
- I. Throttle Control (optional)
- J. Finger Guard
- K. Stop Switch (optional)

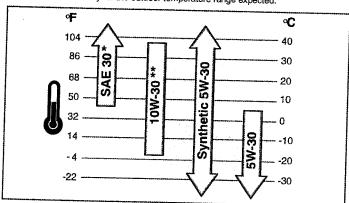
# Operation

Oil capacity (see the Specifications section)

### Oil Recommendations

We recommend the use of Briggs & Stratton Warranty Certified oils for best performance. Other high-quality detergent oils are acceptable if classified for service SF, SG, SH, SJ or higher. Do not use special additives.

Outdoor temperatures determine the proper oil viscosity for the engine. Use the chart to select the best viscosity for the outdoor temperature range expected.



- Below 40°F (4°C) the use of SAE 30 will result in hard starting.
- \*\* Above 80°F (27°C) the use of 10W-30 may cause increased oil consumption. Check oil level more frequently.

# How To Check/Add Oil - Figure 2

Before adding or checking the oil

- Place engine level.
- Clean the oil fill area of any debris.
- 1. Remove the dipstick (A) and wipe with a clean cloth (Figure 2).
- 2. Insert and tighten the dipstick.
- Remove the dipstick and check the oil level. It should be at the top of the full indicator (B) on the dipstick.
- If low, add oil slowly into the engine oil fill (C). Do not overfill. After adding oil, wait one minute and then recheck the oil level.
- 5. Replace and tighten the dipstick.

# Low Oil Protection System (if equipped)

Some engines are equipped with a low oil sensor. If the oil is low, the sensor will either activate a warning light or stop the engine. Stop the engine and follow these steps before restarting the engine.

- Make sure the engine is level.
- Check the oil level. See the How To Check/Add Oil section.
- If the oil level is low, add the proper amount of oil. Start the engine and make sure the warning light (if equipped) is not activated.
- If the oil level is not low, do not start the engine. Contact an Authorized Briggs & Stratton Dealer to have the the oil problem corrected.

### **Fuel Recommendations**

### Fuel must meet these requirements:

- Clean, fresh, unleaded gasoline.
- A minimum of 87 octane/87 AKI (91 RON). High altitude use, see below.
- Gasoline with up to 10% ethanol (gasohol) is acceptable.

CAUTION: Do not use unapproved gasolines, such as E15 and E85. Do not mix oil in gasoline or modify the engine to run on alternate fuels. Use of unapproved fuels will cause damage to engine components, which will not be covered under warranty.

To protect the fuel system from gum formation, mix a fuel stabilizer into the fuel. See **Storage**. All fuel is not the same. If starting or performance problems occur, change fue providers or change brands. This engine is certified to operate on gasoline. The emissions control system for this engine is EM (Engine Modifications).

### **High Altitude**

At altitudes over 5,000 feet (1524 meters), a minimum 85 octane/85 AKI (89 RON) gasoline is acceptable. To remain emissions compliant, high altitude adjustment is required. Operation without this adjustment will cause decreased performance, increased fuel consumption, and increased emissions. See an authorized Briggs & Stratton Dealer for high altitude adjustment information.

Operation of the engine at altitudes below 2,500 feet (762 meters) with high altitude adjustment is not recommended.

# How To Add Fuel - Figure 3



### WARNING

Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



### When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks.
   Replace if necessary
- If fuel spills, wait until it evaporates before starting engine.
- 1. Clean the fuel cap area of dirt and debris. Remove the fuel cap (A, Figure 3).
- 2. Fill the fuel tank (B) with fuel. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck (C).
- Reinstall the fuel cap.

### How To Start The Engine



### WARNING

Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

Broken bones, fractures, bruises or sprains could result.

When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.



### WARNING

Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

### When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.



### WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.

### **Determine The Starting System**

Before starting the engine, you must determine the type of starting system that is on your engine. Your engine will have one of the following types.

- ReadyStart® System: This features a temperature controlled automatic choke. It does not have a manual choke or a primer.
- Primer System: This features a red primer to be used for starting in cool temperatures. It does not have a manual choke.

To start your engine, follow the instructions for your type of starting system.

Note: Equipment may have remote controls. See the equipment manual for location and operation of remote controls.

# ReadyStart® System - Figure 4 5

- 1. Check the oil level. See the How To Check/Add Oil section.
- 2. Make sure equipment drive controls, if equipped, are disengaged.
- 3. Push the stop switch (A, Figure 4), if equipped, to the on position.
- Move the throttle control (C, Figure 4), if equipped, to the fast position. Operate the engine in the fast 🙌 position.
- If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).

6. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 4).

Note: If the engine does not start after repeated attempts, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).

WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

# Primer System - Figure (5) (6)



- 1. Check the oil level. See the How To Check/Add Oil section.
- Make sure equipment drive controls, if equipped, are disengaged.
- Push the stop switch (A. Figure 6), if equipped, to the on position.
- 4. Move the throttle control (C, Figure 6), if equipped, to the fast position. Operate the engine in the fast 😝 position.

5. Push the red primer (F) three times.

Note: Priming is usually unnecessary when restarting a warm engine. Note: If you push the primer too many times, excessive fuel will flood the carburetor and the engine will be difficult to start.

- If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).
- Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 6).

Note: If the engine does not start after repeated attempts, repeat Steps 5, 6, and 7. If it still does not start, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).

WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

# How To Stop The Engine - Figure 5 7





Release the engine stop lever (A, Figure 5) or

Engine with Stop Switch: Push the stop switch (B, Figure 7) to the off position

Engine with Throttle Control: Move the throttle control (C, Figure 7) to the stop Popular Park position.



# Maintenance

NOTICE: If the engine is tipped during maintenance, the fuel tank must be empty and the spark plug side must be up. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.

WARNING: When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

NOTICE: All the components used to build this engine must remain in place for proper operation.

### **Emissions Control**

Maintenance, replacement, or repair of the emissions control devices and systems may be performed by any non-road engine repair establishment or individual. However, to obtain "no charge" emissions control service, the work must be performed by a factory authorized dealer. See the Emissions Warranty.



### WARNING

Unintentional sparking can result in fire or electric shock. Unintentional start-up can result in entanglement, traumatic amputation, or laceration.





### Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

### When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

en

### **Maintenance Chart**

### First 5 Hours

Change oil

### Every 6 Hours or Cally

- Check engine oil level
- Clean area around muffler and controls
- Clean finger guard

### Every 25 Hours or Annually

Clean air filter \*

# Every 50 Hours or Annually.

- Change engine oil
- Check muffler and spark arrester

### Armually.

- Replace air filter
- Replace spark plug
- Clean air cooling system \*
- In dusty conditions or when airborne debris is present, clean more often.

### **Carburetor And Engine Speed Adjustment**

Never make adjustments to the carburetor or engine speed. The carburetor was set at the factory to operate efficiently under most conditions. Do not tamper with the governor spring, linkages, or other parts to change the engine speed. If any adjustments are required contact a Briggs & Stratton Authorized Service Center for service.

NOTICE: The equipment manufacturer specifies the maximum speed for the engine as installed on the equipment. Do not exceed this speed. If you are unsure what the equipment maximum speed is, or what the engine speed is set to from the factory, contact a Briggs & Stratton Authorized Service Center for assistance. For safe and proper operation of the equipment, the engine speed should be adjusted only by a qualified service technician.

### Inspect Muffler And Spark Arrester - Figure



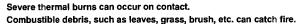


### WARNING



8

Running engines produce heat. Engine parts, especially muffler, become extremely hot.



Allow muffler, engine cylinder and fins to cool before touching.

- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.

Remove accumulated debris from muffler area and cylinder area. Inspect the muffler (H, Figure 1) for cracks, corrosion, or other damage. Remove the spark arrester, if equipped, and inspect for damage or carbon blockage. If damage is found, install replacement parts before operating.

WARNING: Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.

# How To Replace The Spark Plug - Figure (8)

Check the gap (A, Figure 8) with a wire gauge (B). If necessary, reset the gap. Install and tighten the spark plug to the recommended torque. For gap setting or torque, see the **Specifications** section.

Note: In some areas, local law requires using a resistor spark plug to suppress ignition signals. If this engine was originally equipped with a resistor spark plug, use the same type for replacement.

# How To Change The Oil - Figure 9 10 11







### WARNING



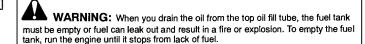
Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

Used oil is a hazardous waste product and must be disposed of properly. Do not discard with household waste. Check with your local authorities, service center, or dealer for safe disposal/recycling facilities.

The oil must be drained from the top oil fill tube (E, Figure 10).

- 1. With engine off but still warm, disconnect the spark plug wire (A) and keep it away from the spark plug (Figure 9).
- 2. Remove the dipstick (G, Figure 11).
- When you drain the oil from the top oil fill tube (E), keep the spark plug end of the engine (F) up (Figure 10). Drain the oil into an approved container



### Add Oil

- Place engine level.
- Clean the oil fill area of any debris.
- See the Specifications section for oil capacity.
- 1. Remove the dipstick (G) and wipe with a clean cloth (Figure 11).
- Pour the oil slowly into the engine oil fill (H). Do not overfill. After adding oil, wait one minute and then check the oil level.
- Install and tighten the dipstick.
- Remove the dipstick and check the oil level. It should be at the top of the full indicator (J) on the dipstick.
- Install and tighten the dipstick.

# How To Service The Air Filter - Figure (12) (13)





# WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

, Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

NOTICE: Do not use pressurized air or solvents to clean the filter. Pressurized air can damage the filter and solvents will dissolve the filter.

Two types of air filter systems are shown, a Standard and a High Capacity. Determine the type installed on your engine and service as follows.

# Standard Air Filter - Figure 12

The air cleaner system uses a foam element that can be washed and reused.

- 1. Open the cover (B, Figure 12).
- Remove the foam element (C).
- Wash the foam element in liquid detergent and water. Squeeze dry the foam element
- Saturate the foam element with clean engine oil. To remove the excess engine oil, squeeze the foam element in a clean cloth.
- 5. Install the foam element (C).
- Close the cover (B).

# High Capacity Air Filter - Figure (13)

The air cleaner system uses a pleated filter.

- 1. Open the cover (B, Figure 13).
- 2. Remove the filter (D).
- To loosen debris, gently tap the filter on a hard surface. If the filter is excessively dirty, replace with a new filter.
- 4. Install the filter (D).
- Close the cover (B).

### How To Clean The Air Cooling System - Figure (14)





### **WARNING**



Running engines produce heat. Engine parts, especially muffler, become extremely hot.



Severe thermal burns can occur on contact.

Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.

NOTICE: Do not use water to clean the engine. Water could contaminate the fuel system. Use a brush or dry cloth to clean the engine.

This is an air cooled engine. Dirt or debris can restrict air flow and cause the engine to overheat, resulting in poor performance and reduced engine life.

Use a brush or dry cloth to remove debris from the finger guard (A). Keep linkage, springs and controls (B) clean. Keep the area around and behind the muffler (C) free of any combustible debris (Figure 14).

### Storage



### WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

### When Storing Fuel Or Equipment With Fuel In Tank

Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.

### **Fuel System**

Fuel can become stale when stored over 30 days. Stale fuel causes acid and gum deposits to form in the fuel system or on essential carburetor parts. To keep fuel fresh, use Briggs & Stratton Advanced Formula Fuel Treatment & Stabilizer, available wherever Briggs & Stratton genuine service parts are sold

For engines equipped with a FRESH START® fuel cap, use Briggs & Stratton FRESH START® available in a drip concentrate cartridge.

There is no need to drain gasoline from the engine if a fuel stabilizer is added according to instructions. Run the engine for 2 minutes to circulate the stabilizer throughout the fuel system before storage.

If gasoline in the engine has not been treated with a fuel stabilizer, it must be drained into an approved container. Run the engine until it stops from lack of fuel. The use of a fuel stabilizer in the storage container is recommended to maintain freshness.

While the engine is still warm, change the engine oil.

NOTICE: Store the engine level (normal operating position). If the engine is tipped for storage, the fuel tank must be empty and the spark plug side must be up. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.

### Troubleshooting

Need Assistance? Go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).

# **Specifications**

Model	80000
Displacement	7.63 ci (125 cc)
Bore	2.362 in (60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications	
Model	90000
Displacement	8.64 ci ( 140 cc)
Bore	2.495 in (63.40 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications	
Model	093J00
Displacement	9.15 ci ( 150 cc)
Bore	2.583 in (65.60 mm)
Stroke	1,750 in (44,45 mm)
Oil Capacity	15 oz (0.44 L)

Model	80000, 90000, 093J00
Spark Plug Gap	0.020 in (0.51 mm)
Spark Plug Torque	180 lb-in (20 Nm)
Armature Air Gap	0.006 - 0.014 in (0.15 - 0.36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)

<sup>\*</sup> Engine power will decrease 3.5% for each 1,000 feet (300 meters) above sea level and 1% for each 10° F (5.6° C) above 77° F (25° C). The engine will operate satisfactorily at an angle up to 15°. Refer to the equipment operator's manual for safe allowable operating limits on slopes.

Common Service Parts 🖊	
Service Part	Part Number
Air Filter, Standard	799579
Air Filter, High Capacity	798452
Oil - SAE 30	100113
Fuel Additive	5041, 5058
Resistor Spark Plug	692051
Spark Plug Wrench	19576
Spark Tester	19368

✓ We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

### LIMITED WARRANTY

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country. \*\*

STANDARD W	ARRANTY TERMS * A		
Brand/Product Type	Consumer Use	Commercial Use	
Vanguard™.■	3 years	3 years	
Commercial Turf Series™	2 years	2 years	
Engines Featuring Dura-Bore™ Cast Iron Sleeve	2 years	Anti- 1/19 Anti- 1/19 Year The Political of the Section of the Sec	, i est
All Other Briggs & Stratton Engines	2 years	90 days	

- \* These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.COM or contact your Briggs & Stratton Authorized Service Dealer.
- In Australia Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1300 274 447, or by emailing or writing to salesenquiries@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank, NSW, Australia, 2170.
- ▲ There is no warranty for engines on equipment used for prime power in place of a utility or for standby generators used for commercial purposes. Engines used in competitive racing or on commercial or rental tracks are not warranted.
- Vanguard installed on standby generators: 2 years consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 2 years consumer use, 2 years commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Warranty Policy.

The warranty period begins on the date of purchase by the first retail or commercial consumer. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.

### About Your Warranty

This limited warranty covers engine-related material and/or workmanship issues only, and not replacement or refund of the equipment to which the engine may be mounted. Routine maintenance, tune-ups, adjustments, or normal wear and tear are not covered under this warranty. Similarly, warranty is not applicable if the engine has been altered or modified or if the engine serial number has been defaced or removed. This warranty does not include used, reconditioned, second-hand, or demonstration equipment or engines. This warranty does not cover engine damage or performance problems caused by:

- 1 The use of parts that are not original Briggs & Stratton parts;
- Operating the engine with insufficient, contaminated, or an incorrect grade of lubricating oil;
- 3 The use of contaminated or stale fuel, gasoline formulated with ethanol greater than 10%, or the use of alternative fuels such as liquefied petroleum or natural gas on engines not originally designed/manufactured by Briggs & Stratton to operate on such fuels:
- 4 Dirt which entered the engine because of improper air cleaner maintenance or re-assembly;

- 5 Striking an object with the cutter blade of a rotary lawn mower, loose or improperly installed blade adapters, impellers, or other crankshaft coupled devices, or excessive v-belt tightness;
- 6 Associated parts or assemblies such as clutches, transmissions, equipment controls, etc., which are not supplied by Briggs & Stratton;
- 7 Overheating due to grass clippings, dirt and debris, or rodent nests which plug or clog the cooling fins or flywheel area, or by operating the engine without sufficient ventilation:
- 8 Excessive vibration due to over-speeding, loose engine mounting, loose or unbalanced cutter blades or impellers, or improper coupling of equipment components to the crankshaft;
- 9 Misuse, lack of routine maintenance, shipping, handling, or warehousing of equipment, or improper engine installation.

Warranty service is available only through Briggs & Stratton Authorized Service Dealers. Locate your nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM or by calling 1-800-233-3723 (in USA).

# California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement. Your Warranty Rights And Obligations For Briggs & Stratton Engine Models with: F1 Trim Designation (Model-Type-Trim Representation .coxxxx xxxx Fx)

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine/equipment. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine/equipment for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine/equipment.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, B&S will repair your engine/equipment at no cost to you including diagnosis, parts, and labor.

### Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years\*. If any emissions-related part on your B&S engine/equipment is defective, the part will be repaired or replaced by B&S.

\* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

### Owner's Warranty Responsibilities:

- As the engine/equipment owner, you are responsible for the performance of the
  required maintenance listed in your Operator's Manual. B&S recommends that you
  retain all receipts covering maintenance on your engine/equipment, but B&S cannot
  deny warranty solely for the lack of receipts or your failure to ensure the performance
  of all scheduled maintenance.
- As the engine/equipment owner, you should however be aware that B&S may deny
  you warranty coverage if your engine/equipment or a part has failed due to abuse,
  neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine/equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

### Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine and/or B&S supplied fuel system.

- a. Fuel Metering System
  - · Cold start enrichment system (soft choke)
  - Carburetor and internal parts
  - Fuel pump
  - Fuel line, fuel line fittings, clamps
  - Fuel tank, cap and tether
  - · Carbon canister
- Air Induction System
  - Air cleaner
  - Intake manifold
- Purge and vent line
- c. Ignition System
  - Spark plug(s)
  - Magneto ignition system
- Catalyst System
  - Catalytic converter
  - · Exhaust manifold
  - · Air injection system or pulse valve
- e. Miscellaneous Items Used in Above Systems
  - · Vacuum, temperature, position, time sensitive valves and switches
  - Connectors and assemblies
- Length of Coverage

For a period of two years from date of original purchase\*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to

the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

\* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required
  maintenance in the Operator's Manual supplied, is warranted for the warranty
  period stated above. If any such part fails during the period of warranty
  coverage, the part will be repaired or replaced by B&S at no charge to the
  owner. Any such part repaired or replaced under the warranty will be warranted
  for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance
  in the Operator's Manual supplied, is warranted for the period of time prior to
  the first scheduled replacement point for that part. If the part fails prior to the
  first scheduled replacement, the part will be repaired or replaced by B&S at no
  charge to the owner. Any such part repaired or replaced under warranty will be
  warranted for the remainder of the period prior to the first scheduled
  replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board
  may not be used. The use of any non-exempted add-on or modified parts by the
  owner will be grounds for disallowing a warranty claim. The manufacturer will
  not be liable to warrant failures of warranted parts caused by the use of a
  non-exempted add-on or modified part.
- Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

# Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

### Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

### Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

### Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **intermediate** rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours
For engines greater than 80 cc displacement and less than 225 cc displacement:
Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

# California U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement Your Warranty Rights And Obligations For Briggs & Stratton Engine Models with "B" or "G" Trim Designation • (Model-Type-Trim Representation xxxxxx xxxx Bx or xxxxxx xxxx 5x)

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper microproper of your casine. maintenance of your engine.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies.

Where a warrantable condition exists, B&S will repair your engine at no cost to you including diagnosis, parts, and labor.

### Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, are warranted for two years\*. If any emissions-related part on your B&S engine is defective, the part will be repaired or replaced by B&S.

Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

### Owner's Warranty Responsibilities:

- As the engine owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should however be aware that B&S may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

# Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

### Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine.

- Fuel Metering System
  - Cold start enrichment system (soft choke)
  - Carburetor and internal parts
  - Fuel pump
- Air Induction System
  - Air cleaner
  - Intake manifold
- Ignition System
  - Spark plug(s)
  - Magneto ignition system
- Catalyst System
  - Catalytic converter
  - Exhaust manifold
  - Air injection system or pulse valve
- Miscellaneous Items Used in Above Systems
  - Vacuum, temperature, position, time sensitive valves and switches
  - Connectors and assemblies

### Length of Coverage

For a period of two years from date of original purchase\*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, original purchaser and each subsequent purchaser that the engine is designed, but, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

\* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part falls prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

### Consequential Coverage

Goverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

### Lock For Relevant Emissions Durability Period and Air index information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification

The Emissions Durability Period describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

### Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the Emissions Durability Period of an engine with an intermediate rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement: Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement: Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement: Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

# RICHARDSON, PATRICK, LLC WESTBROOK & BRICKMAN

Jena L. Borden (L& MO only) • James C. Bradley • Michael J. Brickman • Nina Fields Britt Elizabeth Middleton Burke • J. David Butler • Aaron R. Dias • D. Charles Dukes Jerry Hudson Evans • H. Blair Hahn • Daniel S. Haltiwanger • Gregory A. Lofstead Christiaan A. Marcum • Katie McElveen • Christopher J. Moore • Matthew A. Nickles Karl E. Novak • Misty Black O'Neal • Kimberly Keevers Palmer • Charles W. Patrick, Jr. Terry E. Richardson, Jr. • Thomas D. Rogers • A. Hoyt Rowell, Ill • Brady R. Thomas T. Christopher Tuck • James L. Ward, Jr. • Edward J. Westbrook • Kenneth J. Wilson Robert S. Wood • Of Counsel: Gordon C. Rhea (CA, DC & USVI only) David L. Suggs (MN & NY only)

DANIEL S. HALTIWANGER DIRECT DIAL: (803) 541-7863 EMAIL: dhaltiwanger@rpwb.com

August 19, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

Re: Notice of Intent to Sue Stihl Incorporated and ACE Hardware for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative, LLC, ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Stihl Incorporated, commonly referred to by its brand name as Stihl, and its affiliated entities (together "Stihl") and ACE Hardware Corporation for numerous violations of the CAA.

Stihl is an American manufacturer of gasoline-powered chainsaws for professional, commercial, farm and consumer markets, handheld outdoor power equipment, and related products, including: gasoline-powered grass & weed trimmers, handheld and backpack blowers, hedge trimmers, edgers, extended-length hedge trimmers, pole pruners, brush cutters, earth augers, wood boring drills, monofilament trimmer line, and chainsaw guide bars. See <a href="http://www.Stihlusa.com/information/corporate/about-us/Stihl-history/corporate-facts/">http://www.Stihlusa.com/information/corporate/about-us/Stihl-history/corporate-facts/</a> last visited 9.15.14. Stihl is headquartered in Virginia and Louisiana. Unfortunately, it appears that while Stihl promotes itself as environmentally friendly, it does not meet all of its obligations under the CAA.

ACE Hardware is a retail hardware store that imports and sells, among many things, outdoor power devices, such as products manufactured by Stihl. Under the CAA, the term "manufacturer" is defined broadly. The term includes not only any person engaged in the manufacturing or assembling of engines ("assemblers") but also anyone who imports engines. 42 U.S.C. § 7550(1); 40 C.F.R. § 1051.801, 1054.801, 1060.801.

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

Administrator or a State with respect to such a standard or limitation." 42 U.S.C. § 7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that Stihl and ACE Hardware have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the U.S. District Court for District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. Stihl and ACE Hardware are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation.

Stihl and ACE are each considered a "manufacturer" as defined under the CAA, including 42 U.S.C. § 7550(1), 40 C.F.R. §§ 1051.801, 1054.801, and 1068.30. Where Stihl utilizes a third party engine in its products, or when ACE retails another person's gasoline powered products; each party is also responsible for ensuring they comply, as do their suppliers, with the law. As such, neither ACE nor Stihl may seek to be indemnified by its suppliers for CAA violations under the current relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of Stihl's warranties on several of its products has revealed that none are fully compliant with the Clean Air Act regulations. Recently SCCAI obtained a Stihl MS 170 chainsaw from an ACE Hardware store. The warranty provided with the product repeatedly fails to comply with the CAA. Below we have detailed the most significant violations that we have discovered.

Stihl's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Stihl warranty does not include the required language. Worse, Stihl's warranty states on page 52: "Warranty claims following repairs can be accepted only if the repair has been performed by an authorized STIHL servicing dealer using genuine STIHL replacement parts." Furthermore, on page 54: "The warranty

period will begin on the date the utility equipment is purchased by the initial purchaser and you have signed and sent back the warranty card to STIHL...STHIL Incorporated shall remedy warranty defects at any authorized STIHL servicing dealer or warranty station...Where to make a Claim for Warranty Service-Bring the product to any authorized STIHL servicing dealer and present the signed warranty card."

Stihl's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Stihl servicing dealers or warranty stations is a clear violation of the regulation.

Stihl's warranty also violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Stihl warranty does not provide the required email address to assist in arranging warranty repairs.

Stihl's warranty on the chainsaw also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Stihl owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Stihl's warranty violates 40 C.F.R. § 1068.115(b)(3) which states:

- (b) As a certifying manufacturer, you may not deny emission-related warranty claims based on any of the following:
- (3) Any action or inaction by the operator unrelated to the warranty claim.

Stihl's requirement that the owner complete the warranty card in order to receive warranty coverage violates this provision.

### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable companies like Stihl and ACE Hardware that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing these companies, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter future non-compliance.

If the EPA was to elect not to file a complaint against Stihl and ACE Hardware, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers that the certificates of conformity are merely a formality that carry no force of law. Manufacturers can produce products for use in the United States that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in Stihl's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Stihl's violations for the engines they produce or introduce into the stream of commerce, third parties such as ACE Hardware that sell products with Stihl engines, parts for the engines, or the engines themselves are liable for EPA regulation violations. Just like the consumers who have purchased Stihl products with the defects that lead to their non-compliance, these third party sellers have been damaged by Stihl. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

### CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against Stihl and ACE Hardware to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining Stihl and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by Stihl.
- 3. Injunctive relief commanding Stihl to include the proper warranty language in its owner's manuals.

- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for Stihl to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act against Stihl, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge of the applicable legislation and expertise in complex litigation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers, and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: John Venhuizen President Ace Hardware
Howard E. Japlon Esq. General Counsel Ace Hardware
Fred Whyte, President
Scott Tilley, VP General Counsel
536 Viking Drive.
Baton Rouge, Louisiana 70817
United States
Evan Belser, EPA, Air Enforcement Division
SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201
SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

### THANK YOU FOR SHOPPING AT CLASSIC ACE HARDWARE (864) 234-0022

NK YOU FOR SHOPPING AT ACE HARDWARE 5/15 2:16PM AH 552

X083482 1 16 179.95 16 Q STIHL MS 170 CHAINSAW 179.95 503065771 X078131 13.50 6 Q ULTRA STIHL OIL 2.6 13.50 1/6 PACK- \$13.50 per 6

SUB-TOTAL:

193.45 TAX:

11.61 205.06

TOTAL: BC AMT:

205.06

BARD#:

AUTH: 550787

AMT:

Host reference #:996036

Bat#0204

SWIPED

CARD TYPE:

Trace #

Bank card

205.06



JRNL#J96036/1 CUST # \*5

**<<==** 

I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher) Acct: CASH CUSTOMER

YOU SAVED \$ 1.50 BY SHOPPING AT CLASSIC ACE HARDWARE

JOIN US ON FACEBOOK FACEBOOK.COM/CLASSICACEHARDWARE

Customer Copy



# STIHL MS 170, 180



# Instruction Manual Manual de instrucciones

WARNING To reduce the risk of kickback injury use STIHL reduced kickback ba and STIHL low kickback chain as specified in this manual or other available low kickback components.

ADVERTENCIA Para reducir el riesgo de lesionarse como resultado de un culatazo, utilice la barra y la cadena de contragolpe reducido de la forma especificada en este manual o de otros componentes reductores de contragolpe.



Read Instruction Manual thoroughly before use and follow all safety precautions – improper use can cause serious or fatal injury.



Antes de usar la máquina lea y siga todas las precauciones de seguridad dadas en el manual de instrucciones – el uso incorrecto puede causar lesiones graves o mortales.





# Maintenance and Care

bordened accordingly when working for longer th	rom tropical trees, etc.). If the machine is only used	Before starting work	At the end of work and/or daily	Whenever tank is refilled	Weekly	Monthly	Yearly	If faulty	lf damaged	As required
Complete machine	Visual inspection (condition, leaks)	Х		X						
Complete machine	Clean		Х							
Throttle trigger, throttle trigger lockout, choke dever, choke control, stop switch, master control lever (dependent on equipment)	Function tests	х		х						
	Function tests	Х		Х						
Chain brake	Have checked by a specialist dealer <sup>1)</sup>									Х
(#	Check	Х								
(Manual fuel pump (if present)	Have repaired by a specialist dealer <sup>1)</sup>								Х	
	Check					Х				
Fuel pick-up body / filter in fuel tank	Clean, replace filter insert					Х		Х		
	Replace						Х		×	X
Fuel tank	Clean					Х				_
Dibricating oil tank	Clean					Х				
Brain lubrication	Check	×								
	Check, pay attention to sharpness	Х		Х						
saw chain	Check chain tension	Х		Х						
	Sharpen									Х
	Check (wear, damage)	Х								
wide bar	Clean and turn over									×
add-pai	Deburr				Х		-		. 1	
	Replace								X	×
Italii sprocket	Check				х					
n iller	Clean							×		х
	Replace								×	
	<u> </u>									

### English

Actual cutting length will be less than listed bar length.

Saw chain 3/8" P - MS 170

Low kickback STIHL saw chain (with green label)

Picco Micro Mini 3 (61 PMM3) Type 3610

Pitch:

3/8" (9.32 mm)

Drive link gauge: 1.1 mm (

1.1 mm (0.043 in)

Saw chain 3/8" P - MS 180

Low kickback STIHL saw chain (with green label)

Picco Micro 3 (63 PM3) Type 3636

Pitch:

3/8" (9.32 mm)

Drive link gauge:

1.3 mm (0.050 in)

Chain sprocket

6-tooth for 3/8" P (spur sprocket)

To comply with the 45 degree computed kickback angle requirement of Section 5.11 of ANSI/OPEI B175.1-2012, use replacement saw chains listed above or elsewhere by STIHL as conforming with that requirement when used on this model chain saw or use saw chains classified as "low kickback" in accordance with ANSI/OPEI B175.1-2012.

Since new bar/chain combinations may be developed after publication of this Manual, ask your STIHL dealer for the latest STIHL recommendations.

# Ordering Spare Parts

Please enter your saw model, serial number as well as the part numbers of the guide bar and saw chain in the spaces provided. This will make reordering simpler.

The guide bar and saw chain are subject to normal wear and tear. When purchasing these parts, always quote the saw model, the part numbers and names of the parts.

Model	
Serial number	
Guide bar part number	
Chain part number	

See "Specifications" in this manual for the recommended reduced kickback cutting attachments.

# Maintenance and Repairs

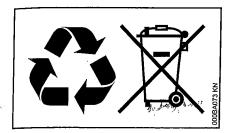
Users of this unit should carry out only the maintenance operations described in this manual. STIHL recommends that other repair work be performed only by authorized STIHL servicing dealers.

Warranty claims following repairs can be accepted only if the repair has been performed by an authorized STIHL servicing dealer using genuine STIHL replacement parts.

Genuine STIHL parts can be identified by the STIHL part number, the **STIHL** logo and, in some cases, by the STIHL parts symbol **S**<sub>0</sub>. The symbol may appear alone on small parts.

# Disposal

Observe all country-specific waste disposal rules and regulations.



STIHL products must not be thrown in the garbage can. Take the product, accessories and packaging to an approved disposal site for environmentfriendly recycling.

Contact your STIHL servicing dealer for the latest information on waste disposal.

# STIHL Incorporated Federal Emission Control Warranty Statement

Not for California

Your Warranty Rights and Obligations

The U.S. Environmental Protection Agency (EPA) and STIHL incorporated are pleased to explain the Emission Control System Warranty on your equipment type engine. In the U.S. new 1997 and later model year small off-road equipment engines must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations for small non road engines. The equipment engine must be free from defects in materials and workmanship which cause it to fail to conform with U.S. EPA standards for the first two years of engine use from the date of sale to the ultimate purchaser.

STIHL Incorporated must warrant the emission control system on your small off-road engine for the period of time listed below provided there has been no abuse, neglect or improper maintenance of your small off-road equipment engine.

Your emission control system includes parts such as the carburetor and the ignition system. Also included may be hoses, and connectors and other emission-related assemblies.

Where a warrantable condition exists, STIHL Incorporated will repair your small off-road equipment engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts, and labor.

Manufacturer's Warranty Coverage

In the U.S., 1997 and later model year small off-road equipment engines are warranted for two years. If any emission-related part on your engine is defective, the part will be repaired or replaced by STIHL Incorporated free of charge.

Owner's Warranty Responsibilities

As the small off-road equipment engine owner, you are responsible for the performance of the required maintenance listed in your instruction manual. STIHL Incorporated recommends that you retain all receipts covering maintenance on your small off-road equipment engine, but STIHL Incorporated cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

Any replacement part or service that is equivalent in performance and durability may be used in non-warranty maintenance or repairs, and shall not reduce the warranty obligations of the engine manufacturer.

As the small off-road equipment engine owner, you should be aware, however, that STIHL Incorporated may deny you warranty coverage if your small off-road equipment engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your small off-road equipment engine to a STIHL service center as soon as a problem exists. The warranty repairs will be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your warranty rights and responsibilities, please contact a STIHL customer service representative at 1-800-467-8445 or you can write to

STIHL Inc., 536 Viking Drive, P.O. Box 2015, Virginia Beach, VA 23450-2015

www.stihlusa.com

### Coverage by STIHL Incorporated

ultimate purchaser and each subsequent purchaser that your small off-road equipment engine will be designed, built and equipped, at the time of sale, to meet all applicable regulations. STIHL incorporated also warrants to the initial purchaser and each subsequent purchaser that your engine is free from defects in materials and workmanship which cause the engine to fail to conform with applicable regulations for a period of two years.

### Warranty Period

The warranty period will begin on the date the utility equipment engine is purchased by the initial purchaser and you have signed and sent back the warranty card to STIHL.

If any emission-related part on your engine is defective, the part will be replaced by STIHL Incorporated at no cost to the owner. Any warranted part which is not scheduled for replacement as required maintenance, or which is scheduled only for regular inspection to the effect of "repair or replace as necessary" will be warranted for the warranty period. Any warranted part which is scheduled for replacement as

required maintenance will be warranted for the period of time up to the first scheduled replacement point for that part.

### Diagnosis

You, as the owner, shall not be charged for diagnostic labor which leads to the determination that a warranted part is defective. However, if you claim warranty for a component and the machine is tested as non-defective, STIHL Incorporated will charge you for the cost of the emission test. Mechanical diagnostic work will be performed at an authorized STIHL servicing dealer. Emission test may be performed either at STIHL Incorporated or at any independent test laboratory.

### Warranty Work

STIHL Incorporated shall remedy warranty defects at any authorized STIHL servicing dealer or warranty station. Any such work shall be free of charge to the owner if it is determined that a warranted part is defective.

Any manufacturer-approved or equivalent replacement part may be used for any warranty maintenance or repairs on emission-related parts and must be provided without charge to the owner. STIHL Incorporated is liable for damages to other engine components caused by the failure of a warranted part still under warranty.

The following list specifically defines the emission-related warranted parts:

- Air Filter
- Carburetor (if applicable)
- Fuel Pump

- Choke (Cold Start Enrichment System) (if applicable)
- Control Linkages
- Intake Manifold
- Magneto or Electronic Ignition System (Ignition Module or Electronic Control Unit)
- Fly Wheel
- Spark Plug
- Injection Valve (if applicable)
- Injection Pump (if applicable)
- Throttle Housing (if applicable)
- Cylinder
- Muffler
- Catalytic Converter (if applicable)
- Fuel Tank
- Fuel Cap
- Fuel Line
- Fuel Line Fittings
- Clamps
- Fasteners

Where to make a Claim for Warranty Service

Bring the product to any authorized STIHL servicing dealer and present the signed warranty card.

### Maintenance Requirements

The maintenance instructions in this manual are based on the application of the recommended 2-stroke fuel-oil mixture (see also instruction "Fuel"). Deviations from this recommendation

regarding quality and mixing ratio of fuel and oil may require shorter maintenance intervals.

### Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- repair or replacement required because of misuse, neglect or lack of required maintenance,
- repairs improperly performed or replacements not conforming to STIHL Incorporated specifications that adversely affect performance and/or durability, and alterations or modifications not recommended or approved in writing by STIHL Incorporated,

### and

 replacement of parts and other services and adjustments necessary for required maintenance at and after the first scheduled replacement point.

# STIHL Incorporated California Exhaust and Evaporative Emissions Control Warranty Statement

For California only

Your Warranty Rights and Obligations

The California Air Resources Board (CARB) and STIHL Incorporated are pleased to explain the emission control system warranty on your 2014 and later small off-road equipment engine.

In California, new equipment that uses small off-road engines must be designed, built, and equipped to meet the State's stringent anti-smog standards. STIHL Incorporated must warrant the emissions control system on your small off-road engine for the period listed below provided there has been no abuse, neglect or improper maintenance of your small off-road engine.

Your emissions control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors or other emission-related assemblies.

Where a warrantable condition exists, STIHL Incorporated will repair your small off-road equipment engine at no cost to you including diagnosis, parts and labor.

### Manufacturer's Warranty Responsibilities

This emissions control system is warranted for two years in California. If any emissions-related part on your equipment is defective, the part will be repaired or replaced by STIHL Incorporated free of charge.

# Owner's Warranty Responsibilities

As the small off-road equipment engine owner, you are responsible for performance of the required maintenance listed in your instruction manual. STIHL Incorporated recommends that you retain all receipts covering maintenance on your small off-road equipment engine, but STIHL Incorporated cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

As the small off-road equipment engine owner, you should however be aware that STIHL Incorporated may deny you warranty coverage if your small off-road equipment engine or a part has failed due to abuse, neglect, or improper maintenance or unapproved modifications.

You are responsible for presenting your small off-road equipment engine to a STIHL servicing dealer as soon as the problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, please contact a STIHL customer service representative at 1-800-467-8445 or you can write to

STIHL Inc., 536 Viking Drive, P.O. Box 2015, Virginia Beach, VA 23450-2015.

www.stihlusa.com

### Coverage by STIHL Incorporated

STIHL Incorporated warrants to the ultimate purchaser and each subsequent purchaser that your small off-road equipment engine is designed, built and equipped, at the time of sale, to meet all applicable emission.

STIHL Incorporated also warrants to the initial purchaser and each subsequent purchaser that your engine is free from defects in materials and workmanship which cause the engine to fail to conform to applicable emission regulations for a period of two years.

### Defects Warranty Period

The warranty periods will begin on the date the utility equipment engine is purchased by the initial purchaser. If any emission-related part on your engine is defective, the part will be replaced by STIHL Incorporated at no cost to the owner.

Add-on or modified parts that are not exempted by CARB may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim. STIHL Incorporated will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

The warranty on emissions-related parts will be interpreted as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the written instructions required in the Emission Warranty Parts List (see below) must be warranted for the warranty period defined in Subsection COVERAGE BY STIHL INCORPORATED, see above. If any such part fails during the period of warranty coverage, it must be repaired or replaced by the manufacturer according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the written instructions required by the Emission Warranty Parts List (see below) must be warranted for the warranty period defined in Subsection COVERAGE BY STIHL INCORPORATED, see above. A statement in such written instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the written instructions required by the Emission Warranty Parts List (see below) must be warranted for the period of time prior to the first scheduled replacement point for

- that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by the engine manufacturer according to Subsection (4) below. Any such part repaired or replaced under warranty must be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Repair or replacement of any warranted part under the warranty must be performed at a warranty station at no charge to the owner.
- 5. Notwithstanding the provisions of Subsection (4) above, warranty services or repairs will be provided at all manufacturer distribution centers that are authorized to service the subject engines.
- 6. The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.

### Warranty Work

STIHL Incorporated shall remedy warranty defects at any authorized STIHL servicing dealer or warranty station. Any such work shall be free of charge to the owner if it is determined that a warranted part is defective. Any manufacturer approved or equivalent replacement part may be used for any warranty maintenance or repairs on emission-related parts and must be provided without charge to the owner. STIHL Incorporated is liable for

damages to other engine components caused by the failure of a warranted part still under warranty.

### Emission Warranty Parts List

Air Filter, Carburetor (if applicable), Fuel Pump, Choke (Cold Start Enrichment System) (if applicable), Control Linkages, Intake Manifold, Magneto or Electronic Ignition System (Ignition Module or Electronic Control Unit), Fly Wheel, Spark Plug, Injection Valve (if applicable), Injection Pump (if applicable), Throttle Housing (if applicable), Cylinder, Muffler, Catalytic Converter (if applicable), Fuel Tank, Fuel Cap, Fuel Line, Fuel Line Fittings, Clamps, Fasteners.

# Where to make a Claim for Warranty Service

Bring the STIHL product to any authorized STIHL servicing dealer and present the signed STIHL product registration card, or the print-out of the electronic product registration.

### Limitations

The repair or replacement of any warranted part otherwise eligible for warranty coverage may be excluded from such warranty coverage if STIHL Incorporated demonstrates that the STIHL product has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for repair or replacement of the part. That notwithstanding, any adjustment of a component that has a factory installed,

and properly operating, adjustment limiting device is still eligible for warranty coverage.

### **Trademarks**

### STIHL Registered Trademarks

STIHL®

### **STIHL**

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The color combination orange-grey (U.S. Registrations #2,821,860; #3,010,057, #3,010,058, #3,400,477; and #3,400,476)









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MAGNUM®

MasterWrench Service®

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# Kulschinsky, Edward

From: Belser, Evan

**Sent:** Wednesday, August 26, 2015 2:15 PM

**To:** Kulschinsky, Edward

**Subject:** FW: FW: Letter to EPA re. Harbor Freight Attachments: Letter to EPA re. Harbor Freight.pdf

From: Luc de gaspe beaubien [mailto:legalluke@gmail.com]

Sent: Wednesday, August 26, 2015 1:36 PM

To: Belser, Evan

Cc: Dan Haltiwanger; Chris Tuck; Dale Gobel; Miguel Acosta

Subject: Fwd: FW: Letter to EPA re. Harbor Freight

Evan

Please find attached the last of the letters going out in wave 1.

Sincerely,

Luc

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DISCLAIMER: Attorney Client Privileged Communication. Member of the Quebec Bar. Not licensed to practice law in South Carolina.

# RICHARDSON, PATRICK, WESTBROOK & BRICKMAN

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DANIEL S. HALTIWANGER **DIRECT DIAL: (803) 541-7863** EMAIL: dhaltiwanger@rpwb.com

August 26, 2015

Administrator Gina McCarthy U.S. Environmental Protection Agency 1200 Pennsylvania Avenue, NW Washington, DC 20460

> Notice of Intent to Sue Harbor Freight Tools, USA, for Violations of the Clean Air Re:

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"), intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Harbor Freight Tools, USA, ("Harbor Freight") for numerous violations of the CAA.

According to its company website: "Founded in 1977, Harbor Freight Tools is the leading discount tool retailer in the U.S. selling great quality tools at 'ridiculously low prices' in over 600 stores nationwide and on its website www.harborfreight.com. Harbor Freight Tools stocks over 7,000 items in categories including automotive, air and power tools, shop equipment and hand tools." See http://www.harborfreight.com/about-us, last visited August 21, 2015. As set forth below, Harbor Freight has significant CAA violations.

### LEGAL AUTHORITY

Section 304 of the CAA allows "any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation." 42 U.S.C. §7604(a). These are commonly referred to as "citizen suits." An "emission standard or limitation" is defined to include "a schedule or timetable of compliance, emission limitation, standard of performance

<sup>&</sup>lt;sup>1</sup> SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

or emission standard" or "any permit term or condition, and any requirement to obtain a permit as a condition of operations." 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that Harbor Freight repeatedly violated and is presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendant is potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., United States v. J & D Enterprises of Duluth, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

### **EMISSION WARRANTY VIOLATIONS**

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition engines.

Our review of Harbor Freight warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from Harbor Freight an engine, as included in a 2 stroke 900(peak)/700 watt (running) used/customer return generator. Neither the generator nor engine came with a manual or warranty. A label on the engine invited us to download the owner manual online. Furthermore, as no original date of service was provided so our warranties began anew on the purchase date. The Generator bears the following marks: Storm Cat Item 60338.

As the engine was delivered with no owners' manual and therefore no emissions control warranty; SCCAI complied with the advisory notice affixed to the generator; namely SCCAI downloaded the product manual off of Harbor Freights website. Below we have detailed the most significant violations that we have discovered.

Harbor Freight's warranty violates 40 C.F.R. 1054.125(f) Source of parts and repairs. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Harbor Freight warranty does not include the required language.

Instead, on page 16 Harbor Freight states: "To take advantage of this warranty, the product or part must be returned to us with the transportation charges prepaid" and "You are responsible for shipping your engine to a HFT warranty station as soon as a problem exists." On page 17, the warranty states: "Repair or replacement of any warranted part will be performed at no charge to the owner if the work is performed through a warranty station authorized by HFT." Additionally, Harbor Freight lists a number of warranty exclusions including:

- a) Use of parts which are not authorized by HFT
- e) Repairs performed outside of the authorized warranty service dealers

Harbor Freight's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized warranty service dealers and parts is a clear violation of the regulation.

Harbor Freight's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The warranty does not provide the required email address to assist in arranging warranty repairs.

Additionally, the Harbor Freight warranty fails to provide a complete list of the components required to be covered by the CAA found in 40 C.F.R. § 1068 Appendix I. By not providing a complete list of covered parts, an owner might incorrectly believe that an emissions component is not covered.

Harbor Freight's owner's manual also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

Harbor Freight's owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Harbor Freight's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On the top of page 16, Harbor Freight sets forth in bold print "Limited 90 Day Warranty."

While Harbor Freight does later say that the Emissions Control System Warranty it two years, the Limited 90 Day Warranty has the following language: "THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS." The use of the "in lieu" language is a violation of 40 C.F.R. § 1054.120(e). Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the limited warranty. On its face, the "in lieu" language contradicts the existence of the Emissions Control System Warranty found on the same page.

### CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently "protect and enhance the quality of the Nation's air resources" by holding directly accountable manufacturers like the proposed Defendant that engage in the CAA violations alleged above with products intended for the U.S. market. See 42 U.S.C. § 7401(b). By pursuing the proposed Defendant, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendant's future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendant, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendant) that the certificates of conformity (COC) are merely a formality that carries no force of law. Manufactures can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendant's owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of Harbor Freight's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by these proposed Defendants. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendant to hold it accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

- 1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
- 2. Injunctive relief enjoining the proposed Defendant and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
- 3. Injunctive relief commanding the proposed Defendant to include the proper warranty language in its owner's manuals.
- 4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
- 5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
- 6. A remedy for consumers who have paid for but obtained defective goods, to include reissuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
- 7. An obligation for the proposed Defendant to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

Daniel S. Haltiwanger

Cc: Harbor freight
Ed Schmidt
CEO
26541 Agoura Rd
Calabasas, CA 91302

EPA Evan Belser, EPA, Air Enforcement Division SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201 SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

FNA Group Inc. DBA SIMPSON 7152 99th St, Pleasant Prairie, WI 53158 Gus Alexander, President and Chief Executive Officer

# Owner's Manual & Safety Instructions

Save This Manual Keep this manual for the safety warnings and precautions, assembly, operating, inspection, maintenance and cleaning procedures. Write the product's serial number in the back of the manual near the assembly diagram (or month and year of purchase if product has no number). Keep this manual and the receipt in a safe and dry place for future reference.

REV 15b

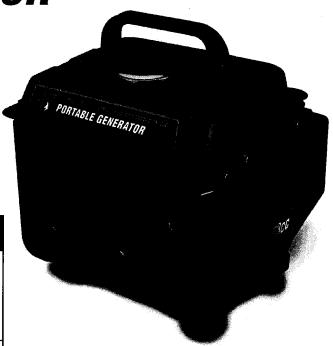
# BE PORTABLE



# BE PREPARED

900 PEAK / 700 RUNNING WATTS / 2 HP (63cc)

2 CYCLE RECREATIONAL GAS GENERATOR



# **A** DANGER

Using a generator indoors CAN KILL YOU IN MINUTES.

Generator exhaust contains carbon monoxide. This is a poison you cannot see or smell.









NEVER use inside a home or garage, EVEN IF doors and windows are open. Only use OUTSIDE and far away from windows, doors, and vents.

ITEM 60338

Visit our website at: http://www.harborfreight.com
Email our technical support at:
productsupport@harborfreight.com
Email our Engine support at: predator@harborfreight.com

When unpacking, make sure that the product is intact and undamaged. If any parts are missing or broken, please call 1-888-866-5797 as soon as possible.

Copyright<sup>©</sup> 2012 by Harbor Freight Tools<sup>®</sup>. All rights reserved.

No portion of this manual or any artwork contained herein may be reproduced in any shape or form without the express written consent of Harbor Freight Tools.

Diagrams within this manual may not be drawn proportionally. Due to continuing improvements, actual product may differ slightly from the product described herein.

Tools required for assembly and service may not be included.

Read this material before using this product. Failure to do so can result in serious injury. SAVE THIS MANUAL.

# **Table of Contents**

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# **Specifications**

Generator	Output	120VAC, 60Hz, Single Phase 700W Rated 900W Maximum		
	Receptacles	NEMA #5-20 (3-prong, 120VAC)		
Displacement		63cc		
Engine Type		Horizontal Single Cylinder 2-stroke		
Cooling System		Forced air cooled		
Fuel	Туре	87+ octane stabilizer-treated unleaded gasoline mixed with 2-cycle oil (see below)		
	Capacity	1.1 Gallon		
Туре		2-cycle oil (designed specifically for mixing with gasoline)		
Oil	Ratio	50:1 gasoline-to-oil ratio 2.5 oz oil per gallon of gasoline		
Run Time @ 50% Load with full tank		5 hr.		
Sound Level at # feet		82 dB		
Rotation viewed from F (power takeoff - the output sl		Counterclockwise		
Spork Plug	Туре	BONON® F5TC		
Spark Plug	Gap	0.028 - 0.031 mm		

The emissions control system for this Engine is warranted for standards set by the U.S. Environmental Protection Agency and by the California Air Resources Board (also known as CARB). For warranty information, refer to the last pages of this manual.

BE PORTABLE



BE PREPARED

,	WARNING SYMBOLS AND DEFINITIONS
	This is the safety alert symbol. It is used to alert you to potential personal injury hazards. Obey all safety messages that follow this symbol to avoid possible injury or death.
<b>▲</b> DANGER	Indicates a hazardous situation which, if not avoided, will result in death or serious injury.
	Indicates a hazardous situation which, if not avoided, could result in death or serious injury.
<b>ACAUTION</b>	Indicates a hazardous situation which, if not avoided, could result in minor or moderate injury.
NOTICE CAUTION	Addresses practices not related to personal injury.

# **Symbol Definitions**

Symbol	Property or Statement
RPM	Revolutions Per Minute
HP	Horsepower
	WARNING marking concerning Risk of Eye Injury. Wear ANSI-approved safety goggles with side shields.
	Read the manual before set-up and/or use.
	WARNING marking concerning Risk of Hearing Loss. Wear hearing protection.

Symbol	Property or Statement
	WARNING marking concerning Risk of Respiratory Injury.
	Operate engine OUTSIDE and far away from windows, doors, and vents.
	WARNING marking concerning Risk of Fire while handling fuel. Do not smoke while handling fuel.
	WARNING marking concerning Risk of Fire. Do not refuel while operating. Keep flammable objects away from engine.

# **IMPORTANT SAFETY INSTRUCTIONS**



WARNING! Read all instructions.

Failure to follow all instructions listed below may result in fire, serious injury and/or DEATH. The warnings and precautions discussed in this manual cannot cover all possible conditions and situations that may occur. It must be understood by the operator that common sense and caution are factors which cannot be built into this product, but must be supplied by the operator.

### **SAVE THESE INSTRUCTIONS**

# **Set up Precautions**

- Gasoline fuel and fumes are flammable, and potentially explosive. Use proper fuel storage and handling procedures. Do not store fuel or other flammable materials nearby.
- 2. Have multiple ABC class fire extinguishers nearby.
- Operation of this equipment may create sparks that can start fires around dry vegetation.
   A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.
- Set up and use only on a flat, level, well-ventilated surface.
- All connections and conduits from the Generator to the load must only be installed by trained and licensed electricians, and in compliance with all relevant local, state, and federal electrical codes and standards, and other regulations where applicable.

- Connections for standby power to a building electrical system must be made by a qualified electrician. The connection must isolate the generator power from utility power, and must comply with all applicable laws and electrical codes.
- 7. Wear ANSI-approved safety goggles, heavy-duty work gloves, and dust mask/respirator during set up.
- 8. Use only lubricants and fuel recommended in the Specifications chart of this manual.
- 9. Improper connections to a building electrical system can allow electrical current from the generator to backfeed into the utility lines. Such backfeed may electrocute utility company workers or others who contact the lines during a power outage, and the generator may explode, burn, or cause fires when utility power is restored. Consult the utility company and a qualified electrician if intending to use the generator for back up power.
- Do not operate the Generator before grounding.
   The Generator must be earth-grounded in accordance with all relevant electrical codes and standards before operation.

# **Operating Precautions**



CARBON MONOXIDE HAZARD Using a generator indoors CAN KILL YOU IN MINUTES. Generator exhaust contains carbon monoxide. This is a poison you cannot see or smell.





NEVER use inside a home or garage, EVEN IF doors and windows are open.





Only use OUTSIDE and far away from windows, doors, and vents.

 Never use a generator indoors, including in garages, basements, crawl spaces and sheds.
 Opening doors and windows or using fans will NOT prevent carbon monoxide build up in the home.

- When using generators, keep them outdoors and far away from open doors, windows, and vents to avoid toxic levels of carbon monoxide from building up indoors.
- 4. If you start to feel sick, dizzy, or weak while using a generator, get to fresh air right away. The carbon monoxide from generators can quickly lead to full incapacitation and death.
- 5. Keep children away from the equipment, especially while it is operating.
- Keep all spectators <u>at least six feet</u> from the Engine during operation.
- Fire Hazard! Do not fill fuel tank while engine is running. Do not operate if gasoline has been spilled.
   Clean spilled gasoline before starting engine.
   Do not operate near pilot light or open flame.
- 8. Do not touch engine during use. Let engine cool down after use.
- 9. Never store fuel or other flammable materials near the engine.
- 10. If the plugged in product operates abnormally or unusually slow, immediately stop using the generator as a power source. Read and adhere to the instruction manual of the product to be powered to make sure that it can be safely and efficiently powered by a portable generator.
- Before connecting an appliance or power cord to the generator: Make sure that it is in good working order. Faulty appliances or power cords can create a potential for electrical shock.

# **Operating Precautions (cont.)**

- 12. Do not exceed the maximum power rating of the generator. Make sure that the total electrical rating of the all of the tools or appliances plugged into the generator at the same time does not exceed that of the generator. Check that the startup surge will not be beyond the limit of the Generator.
- 13. Avoid substantially overloading which will trip the circuit breaker. Slightly overloading the generator may not trip the circuit breaker, but will lead to premature generator failure.
- Do not attempt to connect or disconnect load connections while standing in water, or on wet or soggy ground.
- 15. Do not touch electrically energized parts of the Generator and interconnecting cables or conductors with any part of the body, or with any non-insulated conductive object.
- 16. Connect the Generator only to a load that is compatible with the electrical characteristics and rated capacities of the Generator.
- 17. Insulate all connections and disconnected wires.
- Guard against electric shock. Prevent body contact with grounded surfaces such as pipes, radiators, ranges, and refrigerators.
- Only use a suitable means of transport and lifting devices with sufficient weight bearing capacity when transporting the generator.
- Secure the generator on transport vehicles to prevent it from rolling, slipping, and tilting.
- Industrial applications must follow OSHA requirements.
- 22. Do not leave the generator unattended when it is running. Turn off the generator (and remove safety keys, if available) before leaving the work area.
- 23. The generator can produce high noise levels. Prolonged exposure to noise levels above 85 dBA is hazardous to hearing. Wear ear protection when operating the generator or when working nearby while it is operating.
- Wear ANSI-approved safety glasses and hearing protection during use.
- 25. People with pacemakers should consult their physician(s) before use. Electromagnetic fields in close proximity to a heart pacemaker could cause pacemaker interference or pacemaker failure. Caution is necessary when near the engine's magneto or recoil starter.
- 26. Use only accessories that are recommended by Harbor Freight Tools for your model. Accessories that may be suitable for one piece of equipment may become hazardous when used on another piece of equipment.

- 27. Do not operate in explosive atmospheres, such as in the presence of flammable liquids, gases, or dust. Gasoline-powered engines may ignite the dust or fumes.
- 28. Stay alert, watch what you are doing and use common sense when operating this generator. Do not use while tired or under the influence of drugs, alcohol or medication.
- 29. Dress properly. Do not wear loose clothing or jewelry. Keep hair, clothing and gloves away from moving parts. Loose clothes, jewelry or long hair can be caught in moving parts.
- Parts, especially exhaust system components, get very hot during use. Stay clear of hot parts.
- 31. Do not cover the generator during operation.
- 32. Keep the generator and surrounding area clean at all times.
- 33. Use the equipment, accessories, etc., in accordance with these instructions and in the manner intended for the particular type of equipment, taking into account the working conditions and the work to be performed. Use of the equipment for operations different from those intended could result in a hazardous situation.
- 34. Do not operate the equipment with known leaks in the engine's fuel system.
- 35. WARNING: This product contains or, when used, produces a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. (California Health & Safety Code § 25249.5, et seq.)
- 36. When spills of fuel or oil occur, they must be cleaned up immediately. Dispose of fluids and cleaning materials as per any local, state, or federal codes and regulations. Store oil rags in a bottom-ventilated, covered, metal container.
- 37. Keep hands and feet away from moving parts. Do not reach over or across equipment while operating.
- 38. Before use, check for misalignment or binding of moving parts, breakage of parts, and any other condition that may affect the equipment's operation. If damaged, have the equipment serviced before using. Many accidents are caused by poorly maintained equipment.
- 39. Use the correct equipment for the application. Do not modify the equipment and do not use the equipment for a purpose for which it is not intended.

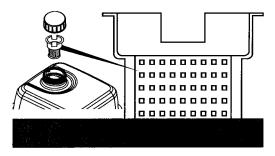
# Service Precautions

- 1. Before service, maintenance, or cleaning:
  - a. Unplug all devices from the generator.
  - b. Turn the engine switch to its "OFF" position.
  - c. Allow the engine to completely cool.
  - d. Then, remove the spark plug cap from the spark plug.
- 2. Keep all safety guards in place and in proper working order. Safety guards include muffler, air cleaner, mechanical guards, and heat shields, among other guards.
- Keep all electrical equipment clean and dry. Replace any wiring where the insulation is cracked, cut, abraded, or otherwise degraded. Replace terminals that are worn, discolored, or corroded. Keep terminals clean and tight.
- Do not alter or adjust any part of the equipment or its engine that is sealed by the manufacturer or distributor. Only a qualified service technician may adjust parts that may increase or decrease governed engine speed.
- 5. Wear ANSI-approved safety goggles, heavy-duty work gloves, and dust mask/respirator during service.
- Maintain labels and nameplates on the equipment. These carry important information. If unreadable or missing, contact Harbor Freight Tools for a replacement.
- 7. Have the equipment serviced by a qualified repair person using only identical replacement parts. This will ensure that the safety of the equipment is maintained. Do not attempt any service or maintenance procedures not explained in this manual or any procedures that you are uncertain about your ability to perform safely or correctly.

- 8. Store equipment out of the reach of children.
- 9. Follow scheduled engine and equipment maintenance.

### Refueling:

- 1. Do not smoke, or allow sparks, flames, or other sources of ignition around the equipment, especially when refuelling.
- 2. Do not refill the fuel tank while the engine is running or hot.
- Do not fill fuel tank to the top. Leave a little room for the fuel to expand as needed. TO PREVENT FUEL LEAKAGE AND FIRE HAZARD, do not fill fuel above the bottom of fuel strainer.



- 4. Refuel in a well-ventilated area only.
- 5. Wipe up any spilled fuel and allow excess to evaporate before starting engine. To prevent FIRE, do not start the engine while the smell of fuel hangs in the air.



SAVE THESE INSTRUCTIONS.

### Set Up



Read the <u>ENTIRE</u> IMPORTANT SAFETY INFORMATION section at the beginning of this manual including all text under subheadings therein before set up or use of this product.



TO PREVENT SERIOUS INJURY:

Operate only with proper spark arrestor installed.



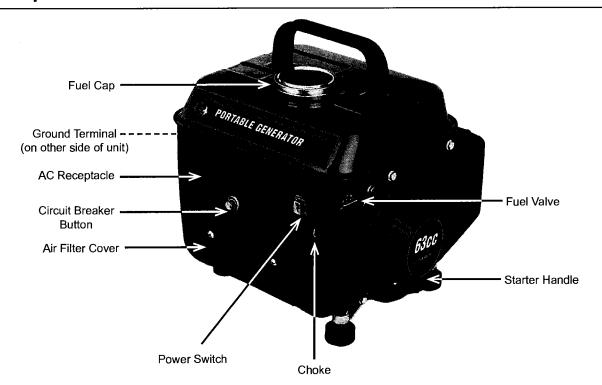
Operation of this equipment may create sparks that can start fires around dry vegetation. A spark arrestor may be required.

The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

### Grounding

- 1. The Generator must be properly grounded in accordance with all relevant electrical codes and standards before operation. Have the unit grounded by a qualified electrician if you are not qualified to do so.
- 2. To ground the Generator, connect a #10 AWG grounding wire (not included) from the Grounding Terminal on the side of the unit to a grounding rod (not included). The grounding rod must be an earth-driven copper or brass rod (electrode) which can adequately ground the Generator.
- 3. Refer to local regulations for ground source information.

# **Components and Controls**



### Operation



Read the <u>ENTIRE</u> IMPORTANT SAFETY INFORMATION section at the beginning of this manual including all text under subheadings therein before set up or use of this product.

### **Pre-Start Checks**

Inspect engine and equipment looking for damaged, loose, and missing parts before set up and starting. If any problems are found, do not use equipment until fixed properly.

#### **Checking and Filling Fuel**



# <u>AWARNING!</u> TO PREVENT SERIOUS INJURY FROM FIRE:

Fill the fuel tank in a well-ventilated area away from ignition sources. If the engine is hot from use, shut the engine off and

wait for it to cool before adding fuel. Do not smoke.

- 1. Clean the Fuel Cap and the area around it.
- 2. Unscrew and remove the Fuel Cap.
- Remove the Strainer and remove any dirt and debris. Then replace the Strainer.

Note: Do not use gasoline containing more than 10% ethanol (E10). Do not use E85 ethanol. Add fuel stabilizer to the gasoline or the Warranty is VOID.

Note: Do not use gasoline that has been stored in a metal fuel container or a dirty fuel container. It can cause particles to enter the carburetor, affecting engine performance and/or causing damage.

IMPORTANT: Your Warranty is VOID if the Engine's Fuel Tank is not filled with the proper mixture (50:1) of stabilizer-treated unleaded gasoline and 2-cycle oil before each use. Before each use, check the fuel level. Do not run the Engine with an improper unleaded gasoline/2-cycle oil mixture. Running the Engine with an improper mixture WILL permanently damage the Engine.

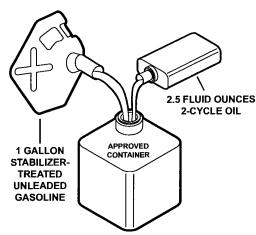


Figure A: Fuel-Oil Mixture

- 4. To obtain the proper gasoline and 2-cycle oil mixture, mix 2.5 fluid ounces of 2-cycle oil with 1 gallon of 87 octane or higher unleaded gasoline that has been treated with a fuel stabilizer additive into an approved container. Then gently agitate the container to thoroughly mix the gasoline/2-cycle oil.
- If needed, fill the Fuel Tank to about 1 inch under the fill neck of the Fuel Tank with the pre-mixed stabilizer-treated unleaded gasoline/2-cycle oil mixture.
- 6. Then replace the Fuel Cap.
- Wipe up any spilled fuel and allow excess to evaporate before starting engine.
   To prevent FIRE, do not start the engine while the smell of fuel hangs in the air.

# **Starting the Engine**

#### **Before Starting the Engine**

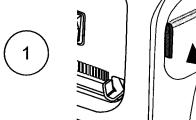


Before starting the engine:

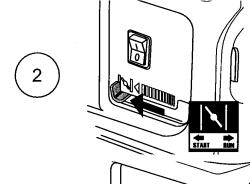
- a. Inspect the generator and engine.
- b. Disconnect all electrical loads from the generator.
- c. Fill the engine with the proper amount and type of stabilizer-treated unleaded gasoline and 2-cycle oil mixture.

**OFF** 

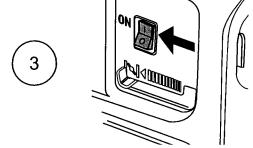
1. Open the Fuel Valve.



 To start a cold engine, move the Choke to the START position.
 To restart a warm engine, leave the Choke in the RUN position.

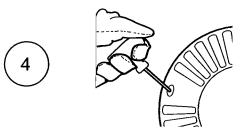


3. Turn the Engine Switch on.



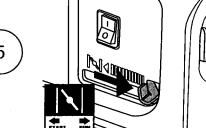
4. Grip the Starter Handle of the Engine loosely and pull it slowly several times to allow the gasoline to flow into the Engine's carburetor. Then pull the Starter Handle gently until resistance is felt. Allow Cable to retract fully and then pull it quickly. Repeat until the engine starts.

**Note:** Do not let the Starter Handle snap back against the engine. Hold it as it recoils so it doesn't hit the engine.



 Allow the Engine to run for several seconds.
 Then, if the Choke lever is in the START position, move the Choke Lever very slowly to its RUN position.





**Note:** Moving the Choke Lever too fast could stall the engine.

**IMPORTANT:** Allow the engine to run at no load for three minutes after each start-up so that the engine can stabilize.

- a. Breaking-in the engine will help to ensure proper equipment and engine operation.
- b. The break-in period will last about 25 hours of use. DO NOT exceed 75% of the Generator's rated capacity during this period.
  - · Change the engine fuel/oil mixture after this period.

Under normal operating conditions subsequent maintenance follows the schedule explained in the MAINTENANCE section.

#### Connecting Loads to the Generator

#### **Load And Circuit Breaker:**

- The total combined load through the outlet on the Generator must not exceed the rated maximum power of the unit.
- Reduce the load if the AC Circuit Breaker turns off.Once the load is reduced, press the Circuit Breaker Button to reset the Generator and continue operation.

#### **Calculate Power Draw:**

Power draw can be calculated by multiplying *volts* and *amps*. The resulting number is *wattage*.

- Never exceed the rated maximum wattage for the Generator or any outlet amperage rating.
- Refer to appliance/tool owner's manuals to determine the wattage of electrical load devices.
- Long power cords and extension cords draw additional power. Keep cord length at a minimum.

#### Wattage Estimates

Wattages listed below are estimates for that type of equipment only. Check nameplate wattages on all loads before connecting to Generator.

This Unit Can Power Any One of the Following Items:	Running Watts	Peak Watts
Camping	50-700	
Tailgating	50-700	
Radio	50-200	
Table/Box Fan	200	
15 Amp Battery Charger	380	
Outdoor Power Equipment	500	
Mini Refrigerator	400	700
Ten 60 Watt Light Bulbs	600	·

Allow the Engine to run at no load for five minutes after each start-up to allow the Engine to stabilize.



Figure B: Plug Load In

 Plug the power cord of the 120 volt appliance/ tool into the 120 volt AC Outlet on the Generator.

Note: Do not allow the generator to completely run out of fuel with devices attached. A generator's output may sharply spike as it runs out of fuel, causing damage to attached devices.



Figure C: Unplug Load

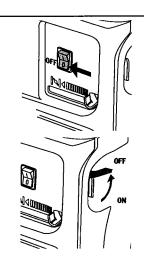
3. When finished using the appliance/tool, turn it off and unplug it from the AC Outlet on the Generator.

# Stopping the Engine

- 1. To stop the engine in an emergency, turn the Engine Switch off.
- 2. Under normal conditions, use the following procedure:
  - a. Remove all electrical load devices from the Generator.
  - b. Turn the Engine Switch off.
  - c. Close the Fuel Valve.

### NOTICE

See Long-Term Storage on page 13 for complete storage instructions.





#### TO PREVENT SERIOUS INJURY FROM ACCIDENTAL STARTING:

Turn the Power Switch of the equipment to its "OFF" position, wait for the engine to cool, and disconnect the spark plug cap before performing any inspection, maintenance, or cleaning procedures.

#### TO PREVENT SERIOUS INJURY FROM EQUIPMENT FAILURE:

Do not use damaged equipment. If abnormal noise, vibration, or excess smoking occurs, have the problem corrected before further use.

Follow all service instructions in this manual. The engine may fail critically if not serviced properly.



Many maintenance procedures, including any not detailed in this manual, will need to be performed by a qualified technician for safety. If you have any doubts about your ability to safely service the equipment or engine, have a qualified technician service the equipment instead.

# Cleaning, Maintenance, and Lubrication Schedule

Note: This maintenance schedule is intended solely as a general guide. If performance decreases or if equipment operates unusually, check systems immediately. The maintenance needs of each piece of equipment will differ depending on factors such as duty cycle, temperature, air quality, fuel quality, and other factors.

Note: The following procedures are in addition to the regular checks and maintenance explained as part of the regular operation of the engine and equipment.

Procedure	Before Each Use	Monthly or every 20 hr. of use	Every 3 mo. or 50 hr. of use	Every 6 mo. or 100 hr. of use	Yearly or every 300 hr. of use	Every 2 Years
Brush off outside of engine	<b>√</b>	<b>√</b>	✓	✓	<b>\</b>	$\checkmark$
Check engine fuel/oil mixture level	<b>√</b>	<b>√</b>	<b>√</b>	<b>√</b>	<b>✓</b>	✓
Check air cleaner	<b>√</b>		<b>√</b>	✓	<b>√</b>	✓
Check sediment cup	<b>√</b>			<b>√</b>	<b>✓</b>	<b>√</b>
Change engine oil		<b>√</b>		<b>√</b>	✓	<b>✓</b>
Clean air filter			<b>√</b> *	✓	<b>√</b>	, <b>√</b>
Check and clean spark plug				<b>✓</b>	<b>√</b>	✓
Check/adjust idle speed						
Check/adjust valve clearance						
Clean fuel tank, strainer     and carburetor					<b>√*</b> *	<b>√*</b> *
Clean carbon build-up from combustion chamber						
Replace fuel line if necessary						<b>√*</b> *

<sup>\*</sup>Service more frequently when used in dusty areas.

#### Checking and Filling Fuel



#### **WARNING!** TO PREVENT SERIOUS **INJURY FROM FIRE:**

Fill the fuel tank in a well-ventilated area away from ignition sources. If the engine is hot from use, shut the engine off and wait for it to cool before adding fuel. Do not smoke.

- 1. Clean the Fuel Cap and the area around it.
- 2. Unscrew and remove the Fuel Cap.

3. Remove the Strainer and remove any dirt and debris. Then replace the Strainer.

Note: Do not use gasoline containing more than 10% ethanol (E10). Do not use E85 ethanol. Add fuel stabilizer to the gasoline or the Warranty is VOID.

Note: Do not use gasoline that has been stored in a metal fuel container or a dirty fuel container. It can cause particles to enter the carburetor, affecting engine performance and/or causing damage.

<sup>\*\*</sup>These items should be serviced by a qualified technician.

**IMPORTANT:** Your Warranty is VOID if the Engine's Fuel Tank is not filled with the proper mixture (50:1) of stabilizer-treated **unleaded gasoline and 2-cycle oil** before each use. Before each use, check the fuel level. Do not run the Engine with an improper unleaded gasoline/2-cycle oil mixture. Running the Engine with an improper mixture WILL permanently damage the Engine.

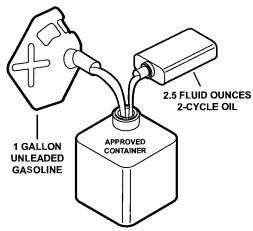


Figure D: Fuel-Oil Mixture

- 4. To obtain the proper gasoline and 2-cycle oil mixture, mix 2.5 fluid ounces of 2-cycle oil with 1 gallon of 87 octane or higher unleaded gasoline that has been treated with a fuel stabilizer additive into an approved container. Then gently agitate the container to thoroughly mix the gasoline/2-cycle oil.
- If needed, fill the Fuel Tank to about 1 inch under the fill neck of the Fuel Tank with the pre-mixed stabilizer-treated unleaded gasoline/2-cycle oil mixture.
- 6. Then replace the Fuel Cap.
- Wipe up any spilled fuel and allow excess to evaporate before starting engine.
   To prevent FIRE, do not start the engine while the smell of fuel hangs in the air.

#### Air Filter Maintenance

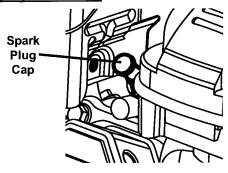
- Remove the Air Cleaner Cover and the air filter(s) and check for dirt. Clean as described below.
- 2. Cleaning:
  - · For paper filters:

To prevent injury from dust and debris, wear ANSI-approved safety goggles, NIOSH-approved dust mask/respirator, and heavy-duty work gloves. In a well-ventilated area away from bystanders, use pressurized air to blow dust out of the filter.

For foam filters:
 Wash the filter in warm water and mild
 detergent several times. Rinse. Squeeze out
 excess water and allow it to dry completely.
 Soak the filter in lightweight oil briefly,
 then squeeze out the excess oil.

Install the cleaned filter(s). Secure the Air Cleaner Cover before use.

#### Spark plug Maintenance



- Disconnect spark plug cap from end of plug. Clean out debris from around spark plug.
- 2. Using a spark plug wrench, remove the spark plug.
- Inspect the spark plug:
   If the electrode is oily, clean it using a clean, dry rag.
   If the electrode has deposits on it, polish it using emery paper. If the white insulator is cracked or chipped, the spark plug needs to be replaced.

Recommended Spark Plugs	
BONON®	F5TC

**NOTICE:** Using an incorrect spark plug may damage the engine.

- 4. When installing a new spark plug, adjust the plug's gap to the specification on the Specifications chart. Do not pry against the electrode, the spark plug can be damaged.
- 5. Install the new spark plug or the cleaned spark plug into the engine.
  - Gasket-style:
     Finger-tighten until the gasket contacts the cylinder head, then tighten about 1/2-2/3 turn more.
  - Non-gasket-style:
     Finger-tighten until the plug contacts the cylinder head, then tighten about 1/16 turn more.

**NOTICE:** Tighten the spark plug properly. **If loose**, the spark plug will cause the engine to overheat.

**If overtightened**, the threads in the engine block will be damaged.

Apply dielectric spark plug boot protector (not included) to the end of the spark plug and reattach the wire securely. When the equipment is to remain idle for longer than 20 days, prepare the Engine for storage as follows:

#### 1. CLEANING:

Wait for Engine to cool, then clean Engine with dry cloth. **NOTICE: Do not clean using water.** The water will gradually enter the Engine and cause rust damage. Apply a thin coat of rust preventive oil to all metal parts.

#### 2. FUEL:

To protect the fuel tank during storage, fill the tank with with the proper mixture (50:1) of **stabilizer-treated unleaded gasoline and 2-cycle oil** Refer to *Checking and Filling Fuel* on page 11.



# **AWARNING!** TO PREVENT SERIOUS INJURY FROM FIRE:

Fill tank in a well-ventilated area away from ignition sources. If the engine is hot from use, shut the engine off and wait for it to cool before adding fuel. Do not smoke.

#### 3. LUBRICATION:

 a. Clean out area around spark plug.
 Remove spark plug and pour one tablespoon of engine oil into cylinder through spark plug hole.

- b. Replace spark plug, but leave spark plug cap disconnected.
- Pull Starter Handle to distribute oil in cylinder.
   Stop after one or two revolutions when you feel the piston start the compression stroke (when you start to feel resistance).

#### 4. STORAGE AREA:

Cover and store in a dry, level, well-ventilated area out of reach of children. Storage area should also be away from ignition sources, such as water heaters, clothes dryers, and furnaces.

**NOTICE:** During extended storage periods the Engine must be started every 3 months and allowed to run for 15–20 minutes or the Warranty is VOID.

#### 5. AFTER STORAGE:

Before starting the Engine during or after storage, keep in mind that untreated gasoline will deteriorate quickly. Drain the fuel tank and change to fresh fuel if untreated gasoline has been sitting for a month, if treated gasoline has been sitting beyond the fuel stabilizer's recommended time period, or if the Engine does not start.

BE PORTABLE



BE PREPARED

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Problem	Possible Causes	Probable Solutions
Engine will not start	FUEL RELATED:	FUEL RELATED:
	No fuel in tank or fuel valve closed.	Fill fuel tank with 87+ octane     stabilizer-treated unleaded gasoline/     oil mixture and open fuel valve.
ļ	2. Choke not in START position, cold engine.	2. Move Choke to START position.
	3. Gasoline with more than 10% ethanol used. (E15, E20, E85, etc.)	<ol> <li>Clean out ethanol rich gasoline from fuel system. Replace components damaged by ethanol. Use fresh 87+ octane stabilizer- treated unleaded gasoline/oil mixture only.</li> <li>Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).</li> </ol>
	Low quality or deteriorated, old gasoline/ oil mixture.	4. Use fresh 87+ octane stabilizer-treated unleaded gasoline/oil mixture.  Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).
	5. Carburetor not primed.	5. Pull on Starter Handle to prime.
	6. Dirty fuel passageways.	Clean out passageways using fuel additive. Heavy deposits may require further cleaning.
	Carburetor needle stuck.     Fuel can be smelled in the air.	7. <b>Gently</b> tap side of carburetor float chamber with screwdriver handle.
	Too much fuel in chamber. This can be caused by the carburetor needle sticking.	8. Turn Choke to RUN position. Remove spark plug and pull the start handle several times to air out the chamber. Reinstall spark plug and set Choke to START position.
	Clogged Fuel Filter.	9. Replace Fuel Filter.
	IGNITION (SPARK) RELATED:	IGNITION (SPARK) RELATED:
	Spark plug cap not connected securely.	Connect spark plug cap properly.
	<ol><li>Spark plug electrode wet or dirty.</li></ol>	2. Clean spark plug.
	<ol><li>Incorrect spark plug gap.</li></ol>	Correct spark plug gap.
	4. Spark plug cap broken.	Replace spark plug cap.
:	Incorrect spark timing or faulty ignition system.	Have qualified technician diagnose/ repair ignition system.
	COMPRESSION RELATED:	COMPRESSION RELATED:
	Cylinder not lubricated. Problem after long storage periods.	Pour tablespoon of oil into spark plug hole. Crank engine a few times and try to start again.
	Loose or broken spark plug.     (Hissing noise will occur     when trying to start.)	Tighten spark plug.     If that does not work, replace spark plug.     If problem persists, may have head gasket problem, see #3.
	Loose cylinder head or damaged head gasket. (Hissing noise will occur when trying to start.)	Tighten head.     If that does not remedy problem,     replace head gasket.
	Engine valves or tappets     mis-adjusted or stuck.	Have qualified technician adjust/ repair valves and tappets.



Follow all safety precautions whenever diagnosing or servicing the generator or engine.

Problem	Possible Causes	Probable Solutions		
Engine misfires	Spark plug cap loose.	Check wire connections.		
	Incorrect spark plug gap or damaged spark plug.	Re-gap or replace spark plug.		
	Defective spark plug cap.	Replace spark plug cap.		
	4. Old or low quality gasoline/oil mixture.	<ol> <li>Use only fresh 87+ octane stabilizer-treated unleaded gasoline/oil mixture.</li> <li>Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).</li> </ol>		
	5. Incorrect compression.	Diagnose and repair compression.     (Use Engine will not start:         COMPRESSION RELATED section.)		
Engine stops suddenly	Fuel tank empty or full of impure or low quality gasoline/oil mixture.	<ol> <li>Fill fuel tank with fresh 87+ octane stabilizer-treated unleaded gasoline/oil mixture.</li> <li>Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).</li> </ol>		
	Defective fuel tank cap creating vacuum, preventing proper fuel flow.	2. Test/replace fuel tank cap.		
	3. Faulty magneto.	3. Have qualified technician service magneto.		
	Disconnected or improperly connected spark plug cap.	4. Secure spark plug cap.		
Engine stops when	Dirty air filter	1. Clean element.		
under heavy load	2. Engine running cold.	Allow engine to warm up prior to operating equipment.		
Engine knocks	Old or low quality gasoline/oil mixture.	1. Fill fuel tank with fresh 87+ octane stabilizer-treated unleaded gasoline/oil mixture.  Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).		
	2. Engine overloaded.	2. Do not exceed equipment's load rating.		
	Incorrect spark timing, deposit buildup, worn engine, or other mechanical problems.	Have qualified technician diagnose and service engine.		
Engine backfires	Impure or low quality gasoline/oil mixture.	1. Fill fuel tank with fresh 87+ octane stabilizer-treated unleaded gasoline/oil mixture.  Do not use gasoline with more than 10% ethanol (E15, E20, E85, etc.).		
	2. Engine too cold.	Use cold weather fuel additives to prevent backfiring.		
	Intake valve stuck or overheated engine.	Have qualified technician diagnose and service engine.		
	4. Incorrect timing.	4. Check engine timing.		
Attached device doesn't have power	Device not plugged in properly.	Turn off and unplug the device,     then plug it back in again and turn on.		
	Circuit Breaker tripped.	Turn off and unplug device, reset Circuit     Breaker, plug in device and turn on.		
	Product needs service.	Have product repaired.		
Attached device begins to operate abnormally	Problem with device.	Immediately unplug device.     Have device repaired by a qualified technician, or replace device.		
	Rated load capacity exceeded.	Lower the number of items plugged into the generator to stay within the rated capacity, or use a more powerful generator.		



Follow all safety precautions whenever diagnosing or servicing the generator or engine.

## **Parts List**

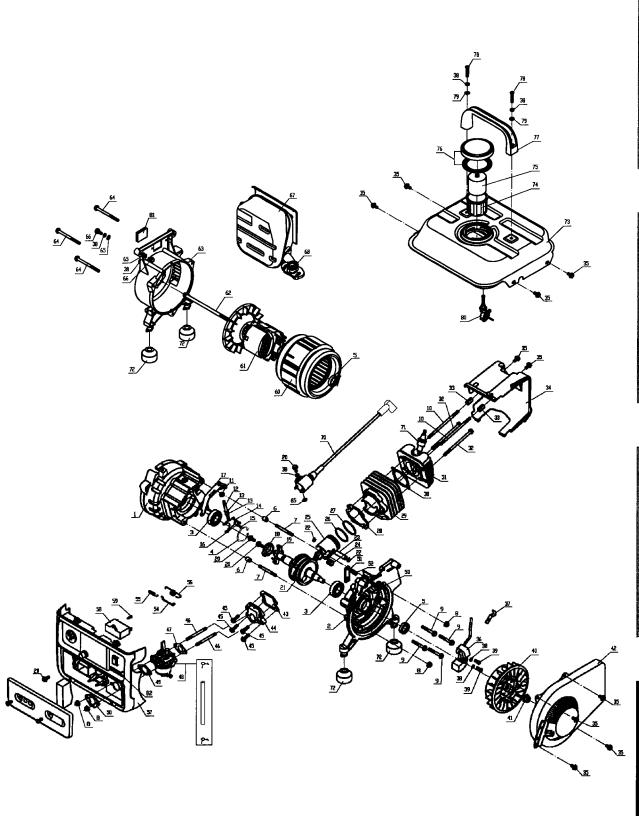
Dont	Description	Otra
Part	Description	Qty.
1	Left Crankcase	1 1
2	Right Crankcase	2 2
3	Bearing (6004)	2
4	Hole Circlip (#42)	1
5	Oil Seal (20 x 30 x 7)	2
6	Pin (10 x 7 x 14)	2
7	Stud (AM6 x 50)	2
8	Flange Nut (M6)	4
9	Flange Bolt (M6 x 45)	4
10	Stud (AM6 x 100)	2
11	Oil Seal (6 x 12 x 7)	1
12	Governor Shaft	1
13	Washer (6 x 10)	2
14	Governor Fork	1
15	Cross Round Head Bolt (M3 x 8)	2
16	Spring Washer (#3)	2
17	Governor Arm	1
18	Collar Bushing	1
19	Weight Comp	1
20	Flange Bolt (M6 x 16)	4
21	Crankshaft Assy.	1
22	Circlip	2
23	Piston Pin	1
24	Roller Bearing (14 x 10 x 14)	1
25	Piston	1
26	Second Piston Ring	1
27	First Piston Ring	1
28	Cylinder Gasket	1 1
29	Cylinder	1
30	Cylinder Cap Gasket	1
31	Cylinder Cap	1
32	Flange Bolt (M6 x 105)	2
33	Nut (M6 x 18)	2
34	Cylinder Cap Cover	1
35	Flange Bolt (M6 x 12)	10
36	Ignition Coil Assy.	1
37	Clamp	1
38	Spring Washer (#6)	7
39	Cross Round Head Bolt (M6 x 16)	2
40	Flywheel	1
41	Flange Nut (M10 x 1.25)	1

Part	Description	Qty.
42	Recoil Starter Assy.	1
43	Intake Valve Gasket	1
44	Intake Valve Assy.	1
45	Flange Bolt (M6 x 20)	4
46	Stud (AM6 x 60)	2
47	Intake Gasket	
48	Carburetor	1
49	Carburetor Gasket (B)	1
50	Carburetor Gasket (A)	1
51	Supporting Plate	1
52	Compression Spring	1
53	Cross Round Head Bolt (M6 x 40)	1
54	Rod Link	1
55	Tension Spring	1
56	Governor Spring	1
57	Control Panel	1
58	Capacitor	1
59	Self Tapping Screw (ST4.2 x 13)	1
60	Alternator Stator	1
61	Alternator Rotor	1
62	Flange Bolt (M8 x 156)	1
63	Rear Cover	1
64	Flange Bolt (M6 x 80)	3
65	Washer (#6)	3
66	Flange Bolt (M6 x 10)	1
67	Muffler	
68	Muffler Gasket	1
69	Flange Bolt (M6 x 16)	2
70	CDI Winding	1
71	Spark Plug	1
72	Absorber	4
73	Fuel Tank	1
74	Strainer	1
75	Fuel Cup	1
76	Fuel Tank Cap	1
77	Handle	1
78	Cross Round Head Bolt (M6 x 30)	1
79	Washer (#6)	2
80	Fuel Switch	1
81	Rubber	1
82	Choke Lever	1

Record Product's Serial Number Here:\_

**Note:** If product has no serial number, record month and year of purchase instead.

**Note:** Some parts are listed and shown for illustration purposes only, and are not available individually as replacement parts.



# **Limited 90 Day Warranty**

Harbor Freight Tools Co. makes every effort to assure that its products meet high quality and durability standards, and warrants to the original purchaser that this product is free from defects in materials and workmanship for the period of 90 days from the date of purchase. This warranty does not apply to damage due directly or indirectly, to misuse, abuse, negligence or accidents, repairs or alterations outside our facilities, criminal activity, improper installation, normal wear and tear, or to lack of maintenance. We shall in no event be liable for death, injuries to persons or property, or for incidental, contingent, special or consequential damages arising from the use of our product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation of exclusion may not apply to you. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.

To take advantage of this warranty, the product or part must be returned to us with transportation charges prepaid. Proof of purchase date and an explanation of the complaint must accompany the merchandise. If our inspection verifies the defect, we will either repair or replace the product at our election or we may elect to refund the purchase price if we cannot readily and quickly provide you with a replacement. We will return repaired products at our expense, but if we determine there is no defect, or that the defect resulted from causes not within the scope of our warranty, then you must bear the cost of returning the product.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

# **Emissions Control System Warranty**

#### California and United States Emissions Control Defects Warranty Statement

The California Air Resources Board (herein CARB), the United States Environmental Protection Agency (herein EPA), and Harbor Freight Tools (herein HFT) are pleased to explain the emissions control system warranty on your 2014-2015 Small Off-Road Engine (herein engine). In California, the engine must be designed, built and equipped to meet the State's stringent anti-smog standards. Elsewhere Within the United States, new off-road, spark-ignition engines certified for model year 2014-2015, must meet similar standards set forth by the EPA. HFT must warrant the emissions control system on your engine for the periods of time described below, provided there has been no abuse, neglect or improper maintenance of your engine.

Your emissions control system may include parts such as the carburetor or fuel-injection system, and the ignition system. Also included may be hoses, belts, connectors and other emissions-related assemblies.

Where a warrantable condition exists, HFT will repair your engine at no cost to you including diagnosis, parts and labor.

#### Manufacturer's Warranty Coverage

The 2014-2015 engines are warranted for two (2) years. If any emissions-related part on your engine is defective, the part will be repaired or replaced by HFT.

# Harbor Freight Tools Emissions Control Defects Warranty Coverage

Engines are warranted for a period of two (2) years relative to emissions control parts defects, subject to the provisions set forth below. If any emissions related part on your engine is defective, the part will be repaired or replaced by HFT.

#### **Owner's Warranty Responsibilities**

- As the engine owner, you are responsible for the performance
  of the required maintenance listed in your Owner's Manual.
  HFT recommends that you retain all receipts covering
  maintenance on your engine, but HFT cannot deny warranty
  solely for the lack of receipts or for your failure to
  ensure the performance of all scheduled maintenance.
- As the engine owner, you should, however, be aware that HFT may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for shipping your engine to a HFT
  warranty station as soon as a problem exists. Contact the
  HFT Customer Service department at the number below to
  make shipping arrangements. The warranty repairs should be
  completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Harbor Freight Tools Customer Service Department at 1-888-866-5797.

#### **Harbor Freight Tools Emissions Control Defects Warranty Provisions**

#### 1. Length of Coverage

HFT warrants to a first retail purchaser and each subsequent purchaser that the engine is free from defects in materials and workmanship that cause the failure of warranted parts for a period of two (2) years after the date of delivery to the first retail purchaser.

#### 2. No Charge Repair or Replacement

Repair or replacement of any warranted part will be performed at no charge to the owner if the work is performed through a warranty station authorized by HFT. For emissions warranty service, contact the HFT Customer Service Department at 1-888-866-5797.

#### 3. Consequential Damages Coverage

Coverage under this warranty shall also extend to the failure of any engine components caused by the failure of any warranted part while it is still covered under this warranty.

#### Coverage Exclusions

Warranty claims shall be filed in accordance with the provisions of the HFT warranty policy explained in the box at the top of the previous page. HFT shall not be liable for any loss of use of the engine, for any alternative usage, for any damage to goods, loss of time, or inconvenience. Warranty coverage shall also be excluded for any part which fails, malfunctions, or is damaged due to failure to follow the maintenance and operating instructions set forth in the Owner's Manual including, but not limited to:

- Use of parts which are not authorized by HFT
- Improper installation, adjustment or repair of the engine or of any warranted part unless performed by an authorized warranty center
- Failure to follow recommendations on fuel use contained in the Owner's Manual
- Improper or inadequate maintenance of any warranted parts
- Repairs performed outside of the authorized warranty service dealers
- Alterations by changing, adding to or removing parts from the engine.

#### 5. Service and Maintenance

Component parts which are not scheduled for replacement as required maintenance or are scheduled only for regular inspection to the effect of "repair or replace as necessary" are warranted for the warranty period. Any warranted part which is scheduled for replacement as required maintenance is warranted for the period of time up to the first scheduled replacement point for that part. Any replacement part, provided it is equivalent in durability and performance, may be used in performance of maintenance or repairs. The owner is responsible for commissioning a qualified technician/mechanic to perform all required maintenance, as outlined in the Inspection, Cleaning, and Maintenance section in this manual.

#### Warranted Parts

#### 1) Fuel Metering System

- Carburetor and its internal parts.
- ii) Fuel pump (if so equipped).
- iii) Cold start enrichment system.

#### Air Induction System 2)

- i) Intake pipe/manifold.
- ii) Air cleaner.

#### **Ignition System** 3)

- Spark plug.
- Magneto ignition system.

#### Catalyst System (if so equipped)

- Exhaust pipe stud.
- Catalytic converter (if so equipped).

#### Miscellaneous Items Used in Above Systems

- Vacuum, temperature and time sensitive valves and switches.
- Hoses, belts, connectors, and assemblies.

## PLEASE READ THE FOLLOWING CAREFULLY

THE MANUFACTURER AND/OR DISTRIBUTOR HAS PROVIDED THE PARTS LIST AND ASSEMBLY DIAGRAM IN THIS MANUAL AS A REFERENCE TOOL ONLY. NEITHER THE MANUFACTURER OR DISTRIBUTOR MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND TO THE BUYER THAT HE OR SHE IS QUALIFIED TO MAKE ANY REPAIRS TO THE PRODUCT, OR THAT HE OR SHE IS QUALIFIED TO REPLACE ANY PARTS OF THE PRODUCT. IN FACT, THE MANUFACTURER AND/OR DISTRIBUTOR EXPRESSLY STATES THAT ALL REPAIRS AND PARTS REPLACEMENTS SHOULD BE UNDERTAKEN BY CERTIFIED AND LICENSED TECHNICIANS, AND NOT BY THE BUYER. THE BUYER ASSUMES ALL RISK AND LIABILITY ARISING OUT OF HIS OR HER REPAIRS TO THE ORIGINAL PRODUCT OR REPLACEMENT PARTS THERETO, OR ARISING OUT OF HIS OR HER INSTALLATION OF REPLACEMENT PARTS THERETO.

BE PORTABLE

.

BE PREPARED

From: Kulschinsky, Edward

Sent: Tuesday, September 15, 2015 11:07 AM

**To:** dhaltiwanger@rpwb.com

**Subject:** South Carolina Clean Air Initiative's CAA § 304 Letters

Hello Mr. Haltiwanger,

I'm writing to introduce myself as the U.S. Environmental Protection Agency point of contact for the letters you sent on behalf of your client, the South Carolina Clean Air Initiative ("SCCAI"), pursuant to section 304 of the Clean Air Act. I'm also writing to inform you that representatives of entities named in those letters as potential defendants have requested a meeting with EPA to present their views. In keeping with the Agency's policy of openness and transparency, we have accepted the request. The meeting is scheduled for Wednesday, September 30, 2015. If you have any questions, please feel free to contact me by phone at (202) 564-4133, or by e-mail at <a href="mailto:kulschinsky.edward@epa.gov">kulschinsky.edward@epa.gov</a>.

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

practice law in South Carolina.

From:

Belser, Evan

Sent: Tuesday, September 15, 2015 12:32 PM To: Luc de gaspe beaubien Cc: Kulschinsky, Edward Subject: RE: Sept 30 meeting Hello Luc. At some point it may be time to have a meeting with all parties and EPA/DOJ, but this Sept 30 meeting will just be with the prospective defendants. Just as we are meeting with them, we are happy to meet with you and your team, and do so on a similar schedule. Thanks, Evan Evan Belser Chief, Mobile Source Enforcement Branch, Air Enforcement Division National Coordinator for Administrative Litigation, Office of Civil Enforcement Office of Enforcement and Compliance Assurance United States Environmental Protection Agency 202-564-6850 From: Luc de gaspe beaubien [mailto:legalluke@gmail.com] Sent: Tuesday, September 15, 2015 12:27 PM To: Belser, Evan Subject: Sept 30 meeting Evan; I hope you are well. I was wondering about the "odds" of sccai being invited to attend to the meeting requested by the potential defendants? I know dan Haltiwanger will be reaching out to Ed shortly. As you know the first mailing was wave 1 of 3 and I assume not all notified parties will be present. Sccai is aiming for an equitable and homogenous enforcement of the regulated community in Canada and the USA. Kind regards. Luc DISCLAIMER: Attorney Client Privileged Communication. Member of the Quebec Bar. Not licensed to

From: Luc de gaspe beaubien <legalluke@gmail.com>

Sent: Tuesday, September 15, 2015 12:36 PM

**To:** Belser, Evan

Cc:Kulschinsky, EdwardSubject:Re: Sept 30 meeting

Thanks for the prompt response. Ed pleasure making your acquaintance.

On Tuesday, September 15, 2015, Belser, Evan < Belser. Evan @epa.gov > wrote:

Hello Luc.

At some point it may be time to have a meeting with all parties and EPA/DOJ, but this Sept 30 meeting will just be with the prospective defendants. Just as we are meeting with them, we are happy to meet with you and your team, and do so on a similar schedule.

Thanks,

Evan

Evan Belser

Chief, Mobile Source Enforcement Branch, Air Enforcement Division

National Coordinator for Administrative Litigation, Office of Civil Enforcement

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

202-564-6850

From: Luc de gaspe beaubien [mailto:legalluke@gmail.com]

Sent: Tuesday, September 15, 2015 12:27 PM

To: Belser, Evan

Subject: Sept 30 meeting

Evan;

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Kind regards.

Luc
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DISCLAIMER: Attorney Client Privileged Communication. Member of the Quebec Bar. Not licensed to practice law in South Carolina.

From: Kulschinsky, Edward

**Sent:** Friday, September 25, 2015 1:09 PM

**To:** dhaltiwanger@rpwb.com

**Subject:** RE: South Carolina Clean Air Initiative's CAA § 304 Letters

#### Hello Daniel,

In my prior e-mail I indicated that the Agency would be meeting with representatives from the potential defendants on September 30, 2015. The Agency has cancelled that meeting.

Thank you,

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

From: Kulschinsky, Edward

Sent: Tuesday, September 15, 2015 11:07 AM

To: 'dhaltiwanger@rpwb.com'

Subject: South Carolina Clean Air Initiative's CAA § 304 Letters

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Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

From: Kulschinsky, Edward

**Sent:** Tuesday, October 13, 2015 1:46 PM

**To:** dhaltiwanger@rpwb.com

**Subject:** RE: South Carolina Clean Air Initiative's CAA § 304 Letters

#### Hello Daniel,

Representatives from entities SCCAI named as potential defendants in its CAA § 304 letters have requested an opportunity to present their views to EPA. EPA has accepted their request, and a meeting is scheduled to take place today, Tuesday, October 13, 2015. If you have any questions, please feel free to contact me by phone at (202) 564-4133, or by e-mail at kulschinsky.edward@epa.gov.

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

From: Kulschinsky, Edward

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To: 'dhaltiwanger@rpwb.com'

Subject: RE: South Carolina Clean Air Initiative's CAA § 304 Letters

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Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

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To: 'dhaltiwanger@rpwb.com'

Subject: South Carolina Clean Air Initiative's CAA § 304 Letters

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Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
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Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

From: Belser, Evan

**Sent:** Friday, October 16, 2015 4:36 PM **To:** Alexander, David; Kulschinsky, Edward

Subject: (b) (4). (b) (7)(A)

Attachments: removed.txt; (b) (4), (b) (7)(A)

From: (b) (4), (b) (7)(A)

Sent: Friday, October 16, 2015 3:05 PM

To: Belser, Evan

Cc:

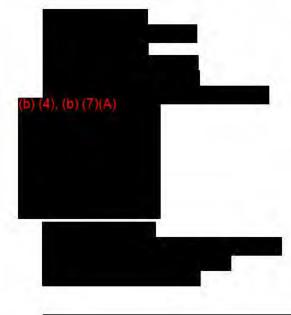
b) (4), (b) (7)(A)

Dear Mr. Belser,

Please see the attached correspondence.

Kind regards

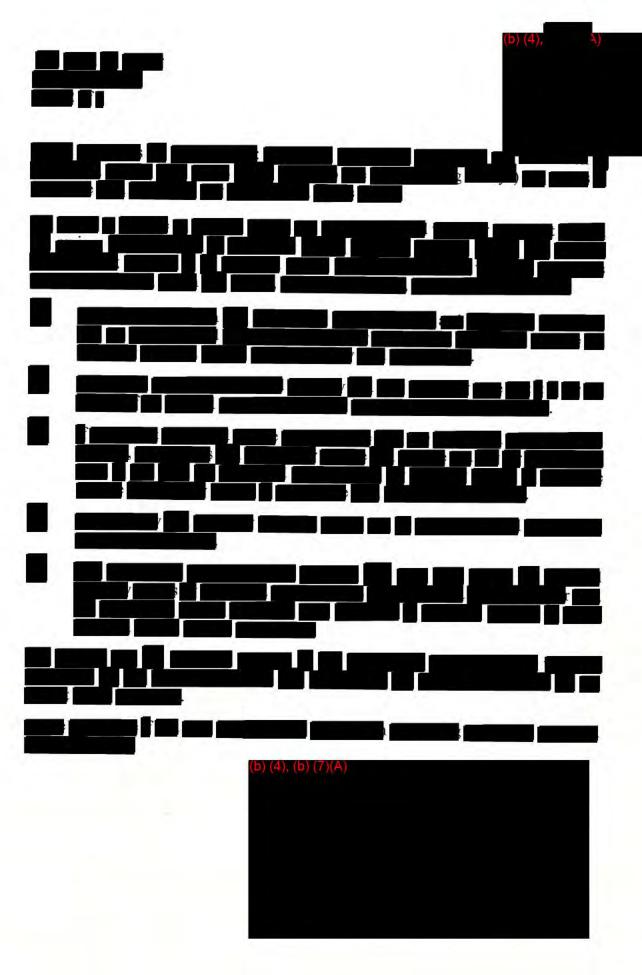
(b) (4), (b) (7)(A)





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a) (4), (b) (7)(A)



From: Belser, Evan

Sent: Friday, October 16, 2015 4:36 PM To: Kulschinsky, Edward; Alexander, David

Subject:

removed.txt(b) (4), (b) (7)(A) Attachments:

Sent: Friday, October 16, 2015 3:05 PM

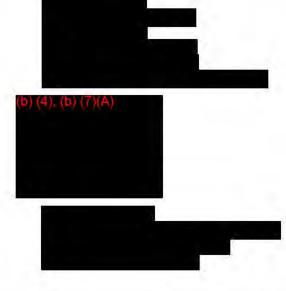
To: Belser, Evan (4), (b) (7)

Dear Mr. Belser,

Please see the attached correspondence.

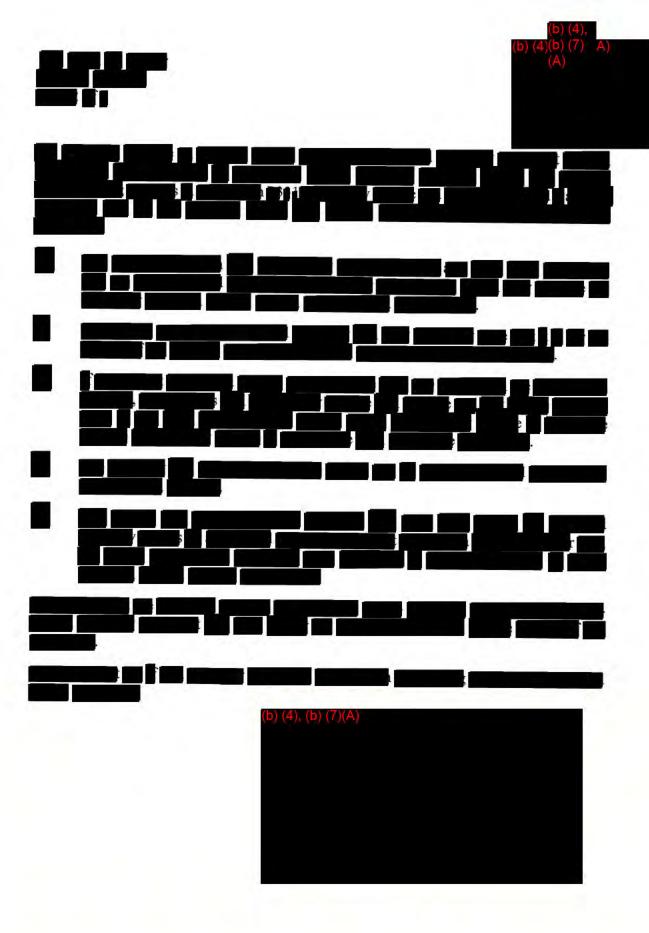
Kind regards

(b) (4), (b)





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(b) (4).
(b) (7)(4
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From: Martin, Channing J. <cmartin@williamsmullen.com>

Sent: Tuesday, October 20, 2015 5:28 PM

**To:** Daniel Haltiwanger

Cc: Ware, Ethan; Natalie G. Maciolek; Scott A. Semenek; Kulschinsky, Edward

**Subject:** Response to CAA citizen suit notice letter directed to Kohler, Simpson and The Home

Depot

Attachments: 3304\_001.pdf

### Mr. Haltiwanger -

This firm represents Kohler Co. and Simpson Cleaning Systems. Please see the attached.

### **Channing Martin**

Channing J. Martin
Williams Mullen
Williams Mullen Center
200 South 10th Street
P.O. Box 1320 (23218-1320)
Richmond, Virginia 23219
T 804.420.6422
F 804.420.6507
cmartin@williamsmullen.com
www.williamsmullen.com

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Direct Dial: 804.420.6422 cmartin@williamsmullen.com

October 20, 2015

### VIA EMAIL AND OVERNIGHT MAIL

Daniel S. Haltiwanger, Esq. Richardson, Patrick, Westbrook & Brickman LLC 1730 Jackson Street P.O. Box 1368 Barnwell, South Carolina 29812

Re: Potential Citizen Suit Against Kohler, Simpson and The Home Depot

Dear Mr. Haltiwanger:

This firm is counsel to Kohler Co. ("Kohler") and Simpson Cleaning Systems ("Simpson"). We have reviewed your August 21, 2015 Notice of Intent ("Notice") to the U.S. Environmental Protection Agency ("EPA") in which you indicate the South Carolina Clean Air Initiative ("SCCAI") intends to file a citizen suit against Kohler, Simpson and The Home Depot under section 304 of the Clean Air Act ("CAA"). This letter fully responds to each of your allegations and details why we believe they have no merit. We are responding in an open and transparent way so that you and your client may make a well-informed decision and elect not to file a judicial complaint against Kohler, Simpson or The Home Depot. Please note that while we do not now represent The Home Depot in this matter, we have included information demonstrating that the allegations you have made against that company is also without merit.

Kohler is committed to achieving full compliance with all environmental regulatory requirements applicable to its products. Kohler carefully reviews and responds constructively to any legitimate compliance concerns that are raised by any source or party. As appropriate, Kohler develops and implements improvements to its practices. Kohler corrects deficiencies it discovers as part of its systemic investigations typically through first making voluntary "self-disclosures" to the appropriate agency, such as EPA. Accordingly, since receiving your August 21, 2015 letter, Kohler has investigated your allegations, made a timely and voluntary self-disclosure to EPA about a minor, technical error in certain of its owners manuals, and has committed to correct the same in an expeditious manner. Thus, litigation brought to compel Kohler to take this same remedial action would be redundant and a waste of time and money. There has not been, and will not be, any harm to Kohler's customers while this revision is implemented pursuant to the ongoing involvement of EPA.

#### **Executive Overview**

This letter contains four Sections. Section I analyzes the allegations you made against Kohler, Simpson and The Home Depot, and then set forth the reasons why they are without merit. Section II describes the voluntary disclosure made by Kohler to EPA, and notes that Kohler is expeditiously implementing the appropriate, corresponding improvements. Section III describes why SCCAI lacks standing to sue. Sections IV and V outline the causes of action and

Daniel S. Haltiwanger, Esq. October 20, 2015 Page 2

sanctions, including attorneys' fees and costs, Kohler and others may seek against you and your law firm should you proceed to file a complaint in federal court.

At the outset, we wish to drive home this point: The claims you have asserted are without any merit. Moreover, SCCAI lacks standing to file a complaint because neither it nor any of its members have been directly injured by any of the claimed CAA violations. As an attorney, you are certainly aware that you may not make factual assertions in a complaint which you know, or should know, are wrong. Rule 11 of the Federal Rules of Civil Procedure is quite clear that by signing and filing a complaint, you are certifying that, to the best of your knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(b) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

In addition to Rule 11, CAA Section 304(d), 42 U.S.C. § 7604(d), authorizes the court to award attorneys' fees and costs to any party. As noted in Section IV below, courts have used this provision to award attorneys' fees and costs to a defendant where a plaintiff filed a frivolous CAA citizens' suit. If you file your threatened complaint, please be advised that we will move to dismiss the case for lack of standing and seek sanctions, including attorneys' fees and costs, under Rule 11 of the Federal Rules of Civil Procedure and/or attorneys' fees and costs under 42 U.S.C. § 7604(d).

#### I. Analysis of Allegations

You claim that "SCCAI recently obtained from The Home Depot a Simpson Cleaning System pressure washer that utilizes a Kohler 2000 series engine," and that the owners manual (OM) for both the Kohler engine and the Simpson pressure washer do not comply with regulations promulgated under the Act. The alleged violations by Kohler are set forth in that portion of your letter with the heading "Kohler," and the alleged violations by Simpson are set forth in that portion of your letter with the heading "Simpson." Your letter does not allege any violations by The Home Depot.

Each of your claims is set forth below, and the precise language from the Notice is quoted in italics. We have taken the time to provide a detailed response to each claim so you will be on notice prior to filing any complaint that they have no basis in law or fact. Also, please be aware that Kohler submitted an application to EPA for a certificate of conformity for the engine at issue in your Notice. As required by 40 C.F.R. § 1054. 205(i), that application included the maintenance and warranty instructions. The application was subsequently approved, which means you are contending requirements applicable to the warranty and OM

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have not met while EPA – the agency that wrote and implements the regulations – reached the opposite conclusion.

### A. Allegations as to Kohler

### Claim 1: Emission Control Warranty Not Part of OM

A booklet titled "Limited Warranty-Kohler Engine" is not included in the owner's manual but rather is found separate and apart in the box. This configuration violates 40 C.F.R. § 1054.120(e) that requires manufacturers to:

Describe in the owners manual the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining warranty service consistent with the requirements of paragraph (f) of this section.

(Emphasis added). By not being part of the owner's manual, this "Emission Control Warranty" is subject to being misplaced or lost.

### Response

Your allegation assumes that the OM is defined for purposes of the regulation as one document. That's not correct. The term "owners manual" is defined at 40 C.F.R. § 1054.801 in relevant part as follows:

Owners manual means a document <u>or collection of documents</u> prepared by the engine manufacturer for the owner or operator to describe appropriate engine maintenance, applicable warranties, and any other information relating to operating or keeping the engine.

(Emphasis added). Thus, Kohler provided a complete OM as defined by 40 C.F.R. § 1054.801, including the required emission control system ("ECS") warranty statements.

# Claim 2: OM Does Not Indicate Maintenance, Replacement or Repair of Emissions Control Devices and Systems May be Performed by Anyone

Kohler's warranty violates 40 C.F.R. 1054.125(f) Source of parts and repairs. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair

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emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Kohler warranty does not include the required language. Instead, on page 5 of the owner's manual it states:

Normal maintenance, replacement or repair of emission control devices and systems may be performed by any repair establishment or individual; however, warranty repairs must be performed by a Kohler authorized dealer found at KohlerEngines.com or 1-800-544-244 (U.S. and Canada)."

#### Response

Page 5 of Kohler's OM is entitled "Maintenance Instructions" and is the first page of the OM on which maintenance instructions appear. The first sentence you quoted from that page is clear: "Normal maintenance, replacement or repair of emission control devices and systems may be performed by **any repair establishment or individual**." (Emphasis added.) Further, the instructions do not require components or service identified by brand, trade, or corporate name. Finally, Kohler does not directly or indirectly condition its warranty on a requirement that the engine be serviced by franchised dealers or any other service establishments with which it has a commercial relationship, and there is no language stated in the OM to the contrary. In short, there is no violation.

# Claim 3 - ECS Warranty Service is Limited to Kohler Authorized Dealers

Kohler's warranty language detailed in [Claim 2 above] also violates 40 C.F.R.  $\S$  1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

<sup>&</sup>lt;sup>1</sup> To the extent you contend the exacting wording from the regulation must be used, there is no such requirement stated.

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Limiting the warranty coverage to Kohler facilities and parts is a clear violation of the regulation.

### Response

The key portion of 40 C.F.R. § 1068.101(b)(6) you cite is "...except as specifically provided by regulation . . . ." As you are no doubt aware, manufacturer-paid warranty and recall services are specifically exempt from Open Source allowances. Thus, 40 C.F.R. § 10XX.125(f)(1)<sup>2</sup> explicitly permits Kohler to limit service provider and replacement part sources to its authorized dealers if it "[p]rovide[s] a component or service without charge under the purchase agreement." The ECS warranty and all components and services provided thereunder are performed by Kohler without charge under the purchase agreement (40 C.F.R. § 10XX.120). Accordingly, Kohler has not impermissibly limited its ECS warranty to its authorized dealers.

### Claim 4 - Altitude Adjustments

This claim is addressed in Section II of this letter.

# Claim 5 - Kohler May Have Denied Warranty Claims Based on Use of Incorrect Fuel

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle's written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Kohler may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

#### Response

The OM clearly states, in part, on Page 6 under "Fuel Recommendations":

Fuel <u>must</u> meet these requirements:

- Clean, fresh unleaded gasoline.
- Octane rating or 87 (R+M)/2 or higher.
- Research Octane Number (RON) 90 octane minimum.
- Gasoline up to 10% ethyl alcohol, 90% unleaded is acceptable.

<sup>&</sup>lt;sup>2</sup> The term § 10XX refers collectively to 40 C.F.R. Parts 1039, 1051, and 1054 which contain identical regulatory requirements for specified nonroad engines.

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> Methyl Tertiary Butyl Ether (MTBE) and unleaded gasoline blend (max 15% MTBE by volume) are approved.

(Emphasis added.) The language is clear that unleaded gasoline meeting specified requirements "must" be used. Moreover, the quoted regulation does not require any statement to be made in the OM. Finally, SCCAI does not have standing to make a claim that this regulation has been violated because it has suffered no injury. There is no allegation that fuel other than gasoline was used in the pressure washer obtained by SCCAI, that a warranty claim was thereafter asserted, or that Kohler denied the claim based on the use of fuel other than gasoline. See further discussion of standing in Section III below.

### Claim 6 - Subsequent Purchaser not Included in ECS Warranty

Kohler's limited warranty violates 40 C.F.R. § 1054.120(a) General Requirements. This regulation states:

You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The first sentence of the warranty limits the warranty to the "original retail purchaser" only.

#### Response

Kohler offers two warranties for the completed equipment: a general limited warranty for the equipment in its entirety and an EPA exhaust ECS warranty as required by 40 C.F.R. § 10XX.120(a). Kohler permissibly extends the general limited warranty only to the "original retail purchaser." However, under the heading "General Emissions Warranty Coverage," the EPA ECS warranty provided by Kohler clearly states: "Kohler Co. warrants to the ultimate purchaser <u>and each subsequent purchaser</u>...." (Emphasis added.) Thus, your allegation that the ECS warranty is not extended to subsequent purchasers is simply wrong.

<sup>&</sup>lt;sup>3</sup> As noted later in this letter, Kohler also provides an evaporative ECS warranty as required by 40 C.F.R. § 1060. 120.

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## Claim 7 - ECS Warranty Period is Less Than Two Years

Kohler's warranty violates 40 C.F.R. § 1054.120(b)(1) Warranty Period. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. On the front page of the document, Kohler sets forth a chart with various engine series with different coverage periods for residential versus commercial use. For example, with respect to the 2000 Series engine possessed by SCAAI, the warranty states 2 years for "residential use" but only 90 days for "commercial use". Such "commercial use" limitations are not provided for in the CAA.

#### Response

The chart on the front page of the Limited Warranty has a heading entitled "U.S.A. Emission." Under that heading is a listing of the sections of the ECS Warranty that apply depending on the specific engine purchased. For the 2000 series engine that is in the pressure washer at issue, it references "Section A" of the ECS warranty. Section A is entitled "SORE – Two Years." (Emphasis added.) Under the sub-heading "Manufacturer's Warranty Coverage," Section A states: "The 1995 and later SORE and evaporative emissions control system is warranted for two years. If any exhaust or evaporative emission-related part on your SORE or engineered powered equipment is defective, the Part will be repaired or replaced by Kohler." (Emphasis added.) The warranty period you referenced is the warranty period applicable to the general limited warranty, not the ECS warranty. Accordingly, there is no violation.

### Claim 8 - ECS Warranty Period is Less Than Two Years

Kohler's limited warranty also violates  $40 \text{ C.F.R.} \$  \$ 1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser of (sic)a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

The document states: "Kohler Co.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair, or replacement of such part or parts as found to be defective following an inspection by Kohler Co. or an authorized service facility designated by Kohler Co." On page 2 of the document it states: "You are responsible for presenting your

<sup>&</sup>lt;sup>4</sup> The first paragraph of Subsection A of the ECS warranty defines SORE to mean "Small Off-Road Engine."

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SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists." The statement is repeated on pages 3 and 4. Additionally, on page 1 under the headline EXCLUSIONS the warranty purports not to cover failures caused by "the use of non-Kohler replacement service parts." Such statements clearly violate the regulation.

#### Response

Your claim fails to distinguish between language applicable to the general limited warranty and the ECS warranty. The general limited warranty states: "Kohler Co.'s obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair, or replacement of such part or parts as found to be defective following an inspection by Kohler Co. or an authorized service facility designated by Kohler Co." However, that language is not found anywhere in the ECS warranty. To the contrary, the ECS warranty expressly states that if any portion of the ECS is defective, "...the part will be repaired or replaced by Kohler." (Emphasis added.) Similarly, you cite language from the general limited warranty that indicates the general limited warranty does not cover failures caused by "the use of non-Kohler replacement service parts." Again, that language does not appear in the ECS warranty. The ECS warranty states that Kohler may deny warranty coverage if a failure of the ECS has occurred "due to abuse, neglect, improper maintenance or unapproved modifications." It does not state that Kohler may deny ECS warranty coverage if "non-Kohler replacement service parts" have been used.

It is important to note that owners are prohibited from modifying engines from their certified configuration, including installing components which modify or alter ECS components. See 40 C.F.R. § 1068.101(b)(1) and (2). In practice, owners must use either original or equivalent replacement parts to maintain eligibility within a certification family covered by an EPA certificate of conformity. Thus, 40 C.F.R. § 1068.115 allows Kohler to deny claims "for failures that have been...caused by the owner's or operator's improper maintenance or use, ... and would not need to honor emission warranty claims for failures that have been directly caused by the operator's abuse of the engine/equipment or the operator's use of the engine/equipment in a manner for which it was not designed...." The language in Kohler's ECS warranty is consistent with this and results in improved owner compliance with EPA's regulations and the promotion of cleaner air.

Finally, you note that the ECS warranty states: "You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists." You have not explained how this statement allegedly violates 40 C.F.R. § 1068.101(b)(6), and we do not believe it does.

In sum, there is no violation of 40 C.F.R. § 1068.101(b)(6) resulting from any of the statements you reference.

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# Claim 9 - ECS Warranty Does Not Include Email Address

Kohler's warranty violates 40 C.F.R. § 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an email address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Kohler warranty does not provide the required email address to assist in arranging warranty repairs.

#### Response

Kohler's ECS warranty states that the owner may "contact a Kohler Dealer <u>or visit</u> <u>www.KohlerEngines.com.</u>" (Emphasis added.) Similarly, page 5 of the OM indicates that the purchaser may make arrangements for warranty repairs by visiting this website. Finally, this website is listed at the bottom of each page of the OM, the general limited warranty and the ECS warranty for the 2000 Series. The website has a portal that allows anyone to communicate directly with Kohler about an ECS warranty claim or any other matter.

"Email" is "electronic mail." Neither of these terms is defined in the regulations, but the on-line edition of Merriam-Webster dictionary defines "email" as "a means or system for transmitting messages electronically." The website address Kohler provides meets that definition because it is a means or system by which individuals can transmit messages electronically to Kohler. In addition, Kohler has obtained confirmation from EPA that inclusion of a website address meets the regulatory requirements of 40 C.F.R. § 1054.120(f)(1). Enclosed for your review is a September 17, 2013 email from Joe Giuliano in the Compliance Division of EPA's Office of Transportation and Air Quality which confirms that fact.

# <u>Claim 10 – ECS Warranty Does Not Provide a Complete List of the Components in Appendix I</u>

Additionally, the Kohler warranty fails to provide a complete list of the components required to be covered by the CAA found in 40 C.F.R. § 1068 Appendix I. By not providing a complete list of covered parts, an owner might incorrectly believe that an emissions component is not covered. Even worse, the Kohler warranty actually disclaims covering parts of the emissions control system such as spark plugs, air filters, and oil filters.

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#### Response

Your claim fundamentally ignores the difference between *listing* a component *in* the ECS warranty (not required) and *covering* the component *under* the ECS warranty, which is required. 40 C.F.R. § 10XX.120(c) limits the ECS warranty to "all components whose failure would increase an engine's emissions of any regulated pollutant, including components listed in 40 C.F.R. Part 1068, Appendix I and components from any other system you develop to control emissions." Kohler's ECS warranty lists a large number of parts that may be included with the emission controls system on the particular engine sold, including general descriptions of certain types of parts. However, there is no requirement in the regulations to ensure that each and every part mentioned in Appendix I is listed. Therefore, there is no violation.

## Claim 11 - Exclusion of Any Express Warranty Not Stated

Finally, the Kohler limited warranty contains the following statement:

KOHLER MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON KOHLER'S BEHALF.

The use of this "in lieu" language is a violation of 40 C.F.R. § 1054.120(e). Such language purports to limit the manufacturer's responsibility to only what is set forth in the warranty language in the limited warranty. On its face, the "in lieu" language contradicts the existence of the Emission Warranty Statements found on page 2.

#### Response

40 C.F.R. § 1054.120(e) states:

Describe in the owners manual the emissions-related warranty provisions from this section that apply to the engine. Include instructions for obtaining warranty service consistent with the requirements of paragraph (f) of this section.

It is difficult to understand how the language you quoted somehow violates this requirement. Kohler is required by law to include certain provisions and make certain statements in its ECS warranty. It did so. All the quoted language does is state that there is no express warranty other than what is set forth.

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#### B. Allegations as to Simpson

The allegations you have made against Simpson have no merit and demonstrate a basic misunderstanding of the law. Simpson provided a general limited warranty as to the equipment; it did not provide, and was not required to provide, an ECS warranty, nor did it make, or was required to make, statements applicable to the ECS on the equipment.

#### Claim 1 - Simpson Must Provide Evaporative Emission Warranty

On page 19 of the manual, Simpson states: "The engine warranty is covered under the terms and conditions as outlined by the engine manufacturer's warranty contained herein and is sole responsibility of the engine manufacturer." Many parts of the emission control system are not part of the engine itself, i.e. the gas tank. As such Simpson's warranty needs to meet all requirements of the Clean Air Act. Furthermore, the Clean Air Act does not provide for manufacturers to pass off their CAA responsibilities to component part manufacturers.

#### Response

The complete fuel system, including the fuel tank, is assembled and supplied by Kohler as part of its engine. Under those circumstances, Kohler – not Simpson – is required to warrant the evaporative ECS. See 40 C.F.R. § 1054.2 ("Engine manufacturers that assemble an engine's complete fuel system are considered to be the equipment manufacturer with respect to evaporative emissions.") Thus, Kohler's ECS warranty covers the gas tank and other evaporative emission components and states as follows:

The 1995 and later SORE <u>and evaporative emission control</u> <u>system</u> is warranted for two years. If any exhaust <u>or evaporative</u> emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler.

(Emphasis added). There is no requirement for Simpson to warrant the evaporative ECS in addition to the ECS warranty provided by Kohler.

# Claim 2 - Simpson's OM Fails to Include Required Language Concerning the ECS

Simpson's manual violated 40 C.F.R. 1054.125(f) Source of parts and repairs. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require

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components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Simpson manual does not include the required language on the first page of maintenance. In fact, on page 19 Simpson states:

To process a warranty claim on your SIMPSON pressure washer, report the concern to www.simpsoncleaning.com for authorization and direction to the nearest authorized service center in your area.

#### Response

40 C.F.R § 1054.2 indicates that when an engine manufacturer assembles an engine's complete fuel system, it is considered the equipment manufacturer with respect to evaporative emissions. Kohler assembled the complete fuel system used in the Simpson pressure washer at issue and is therefore deemed to be the equipment manufacturer for purposes of providing required statements applicable to the evaporative ECS. Thus, to the extent the statement must be made in the OM, the obligation falls on Kohler, not Simpson.

The first page of Kohler's maintenance instructions clearly states that "Normal maintenance, replacement or repair of <u>emissions control devices and systems</u> may be performed by <u>any</u> repair establishment or individual...." (Emphasis added.) Although that sentence is written broadly and so includes both the exhaust and evaporative ECS, we wish to point out that this statement is required in connection with the exhaust ECS, but not the evaporative ECS. Thus, 40 C.F.R. § 1054.125 begins with this sentence:

Give the ultimate purchaser of each new engine written instructions for properly maintaining and using the engine, including the emission control system as described in this section.

(Emphasis added.) The term "emission control system" for purposes of Part 1054 is defined as "any device, system, or element of design that controls or reduces the emissions of regulated pollutants **from an engine**." 40 C.F.R. § 1054.801. (Emphasis

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added).<sup>5</sup> Thus, the statement required by 40 C.F.R. § 1054.125(f) applies to the exhaust ECS associated with the engine, but not the evaporative ECS associated with the fuel system.<sup>6</sup> Again, though, Kohler's statement is broadly written to apply to both.

# <u>Claim 3 – Simpson Improperly Required ECS Warranty Coverage at its Service</u> Centers

Simpson's warranty language detailed in the previous paragraph also violates 40 C.F.R.  $\S$  1068.101(b)(6) Warranty, recall, and maintenance instructions. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to Simpson authorized service centers is a clear violation of the regulation.

#### Response

40 C.F.R Part 1054.2 indicates that when an engine manufacturer assembles an engine's complete fuel system, it is considered the equipment manufacturer with respect to evaporative emissions. Kohler assembled the complete fuel system used in the Simpson pressure washer at issue and is therefore deemed to be the equipment manufacturer for purposes of providing required statements applicable to the evaporative ECS. Kohler has made all required statements as to both the exhaust and evaporative ECS. The prohibited statements referenced in 40 C.F.R. § 1068.101(b)(6) do not appear in Kohler's ECS warranty. Simpson did not provide an ECS warranty, nor was it required to do so.

# <u>Claim 4 – Simpson Improperly Limited ECS Warranty Coverage to the Original</u> Purchaser

Simpson's warranty violated 40 C.F.R. § 120(a) (sic) General Requirements. This regulation states:

<sup>&</sup>lt;sup>5</sup> Compare this definition to the definition of "emission control system" in 40 C.F.R. Part 1060. There, the term is defined for purposes of that Part as "any device, system, or element of design that controls or reduces <u>the regulated evaporative emissions</u> from a piece of nonroad equipment." 40 C.F.R. § 1060.801 (emphasis added.)

<sup>&</sup>lt;sup>6</sup> 40 C.F.R. § 1060.125 addresses maintenance instructions applicable to the evaporative ECS.

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You must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it confirms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). Simpson's limits the warranty to the "original purchaser".

#### Response

40 C.F.R Part 1054.2 indicates that when an engine manufacturer assembles an engine's complete fuel system, it is considered the equipment manufacturer with respect to evaporative emissions. Kohler assembled the complete fuel system used in the Simpson pressure washer at issue and is therefore deemed to be the equipment manufacturer for purposes of providing required statements applicable to the evaporative ECS.

The required statements as to the evaporative ECS are contained in 40 C.F.R. § 1060.120(a), not 40 C.F.R. § 1054. 120(a) as you allege. Kohler has made all required statements as to both the exhaust and evaporative ECS. In addition, its ECS warranty expressly states that it extends to subsequent purchasers. Simpson did not provide an ECS warranty, nor was it required to do so.

# Claim 5 - Simpson Failed to Include an Email Address in the ECS Warranty

Simpson's warranty violates 40 C.F.R. 1054.120(f)(1) Requirements related to warranty claims. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

(1) You must provide and monitor a toll-free telephone number and an e-mail address for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The Simpson warranty does not provide the required email address to assist in arranging warranty repairs.

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#### Response

40 C.F.R Part 1054.2 indicates that when an engine manufacturer assembles an engine's complete fuel system, it is considered the equipment manufacturer with respect to evaporative emissions. Kohler assembled the complete fuel system used in the Simpson pressure washer at issue and is therefore deemed to be the equipment manufacturer for purposes of providing required statements applicable to the evaporative ECS. The requirement you cite does not apply to the evaporative ECS. Thus 40 C.F.R. § 1054.120 states in the very first sentence:

The requirements of this section apply to the manufacturer certifying with respect to **exhaust** emissions. See 40 CFR part 1060 for the warranty requirements applicable to **evaporative** emissions.

(Emphasis added.) 40 C.F.R. § 1060.120(a) does not require as to the evaporative ECS warranty the same information required by 40 C.F.R. § 1054.120(a) as to the exhaust ECS warranty. Nevertheless, Kohler's ECS warranty (which applies to both the exhaust and evaporative systems) states that the owner may "contact a Kohler Dealer or visit

www.KohlerEngines.com." (Emphasis added.) Similarly, page 5 of the OM indicates that the purchaser may make arrangements for warranty repairs by visiting this website. Finally, this website is listed at the bottom of each page of the OM, the general limited warranty and the ECS warranty for the 2000 Series. The website has a portal that allows anyone to communicate directly with Kohler about an ECS warranty claim or any other matter.

"Email" is "electronic mail." Neither of these terms is defined in the regulations, but the on-line edition of Merriam-Webster dictionary defines "email" as "a means or system for transmitting messages electronically." The website address Kohler provides meets that definition because it is a means or system by which individuals can transmit messages electronically to Kohler. In addition, Kohler has obtained confirmation from EPA that inclusion of a website address meets the regulatory requirements of 40 C.F.R. § 1054.120(f)(1). Enclosed for your review is a September 17, 2013 email from Joe Giuliano in the Compliance Division of EPA's Office of Transportation and Air Quality which confirms that fact.

Simpson did not provide an ECS warranty, nor was it required to do so.

#### C. Allegations Against The Home Depot

All of the allegations in your letter concern regulatory requirements applicable to manufacturers of engines and equipment. The Home Depot does not manufacture either. Moreover, it is certainly not the "certifying manufacturer" of the engine or the evaporative

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emission components as that term is used in 40 C.F.R. § 1054.2. That section makes clear who is responsible for complying with the regulations, and it provides, in part, as follows:

The requirements and prohibitions of this part apply to manufacturers of engines and equipment as described in § 1054.1. The requirements of this part are generally addressed to manufacturers subject to this part's requirements. The term 'you' generally means the certifying manufacturer. For provisions related to exhaust emissions, this generally means the engine manufacturer.... For provisions related to certification with respect to evaporative emissions, this generally means the equipment manufacturer.... Engine manufacturers that assemble the engine's complete fuel system are considered to be the equipment manufacturer with respect to evaporative emissions (see 40 CFR 1060.5).

(Emphasis added.) The Home Depot is a retailer and does not make any portion of the engine or the equipment that was sold. Accordingly, it has no obligation to meet the regulatory requirements you cite.

# II. Kohler is Proactively Working with EPA to Expeditiously Remedy One Potential Minor Self-Disclosed Issue

Kohler has committed to EPA to expeditiously implement remedial actions to improve specific language in certain owners manuals. This improvement concerns the use of engines in a high-altitude environment and will ensure that the manuals contain all the required technical language in 40 C.F.R. § 1054.115(c). The OM states that a high altitude kit may be required for operation of the engine above 4,000 feet, and the installation instructions that come with that kit include the required technical language from 40 C.F.R. § 1054.115(c). Nevertheless, pursuant to the ongoing involvement of EPA, Kohler will revise the OM that accompanies the engine to ensure it fully complies with the regulation. These remedial actions will fully resolve Kohler's voluntary self-disclosure to EPA pursuant to EPA's Audit Policy.

As more fully discussed in Section IV below, the Notice does not allege that SCCAI or any of its members suffered a concrete injury-in-fact as a result of this minor violation. Without an injury, neither SCCAI nor any of its members has standing to file suit.

# III. SCCAI Lacks Standing to Bring a CAA Citizens' Suit Against Kohler

You allege that SCCAI has standing to bring an action pursuant to CAA Section 304, 42 U.S.C. § 7604. That section allows:

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...any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of: (A) an emission standard or limitation under the Act, or (B) an order issued by the Administrator or a State with respect to such a standard or limitation.

However, plaintiffs who file citizens' suits must still demonstrate that they satisfy Article III standing. *Raines v. Byrd*, 521 U.S. 811, 820 (1997) ("It is settled that Congress cannot erase Article III's standing requirements by statutorily granting the right to sue to a plaintiff who would not otherwise have standing"); *Dodge v. Mirant Mid-Atlantic, LLC*, 732 F.Supp.2d 578, 584 (D. Md. 2010) (requiring citizens and environmental groups to establish Article III standing in CAA citizen suit).

An organization like SCCAI has standing to bring suit on behalf of its members only when "(a) its members would otherwise have standing to sue in their own right; (b) the interests it seeks to protect are germane to the organization's purpose; and (c) neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit." Hunt v. Washington State Apple Advertising Com'n., 432 U.S. 333 (1997); accord Sierra Club v. Morton, 405 U.S. 727, 740 (1972) and Concerned Citizens Around Murphy v. Murphy Oil USA, Inc., 686 F.Supp.2d 663 (E.D. La. 2010) (applying the holding in Hunt to a CAA citizen suit).

Accordingly, to have standing to bring this action, SCCAI must show one of its members suffered: (1) an injury in fact that is concrete, particularized, and actual or imminent; (2) that the injury is fairly traceable to Kohler's challenged conduct; and (3) that it is likely that the alleged injury will be redressed by a favorable decision. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61(1992). As you know, there is no basis on which SCCAI will be able to make this showing for any of its claims. In fact, you have not even suggested a date or time that SCCAI or any of its members actually encountered – much less was injured or impacted by – the alleged CAA violations. SCCAI is not affected whatsoever by the alleged violations because the alleged violations do not involve any "excess emissions," but rather the terms of warranty language.

SCCAI's alleged "review of [Kohler's] warranties on several of their products" is insufficient to confer Article III standing. "The standing analysis in environmental cases does not examine whether the challenged activity 'will significantly affect' the environment in general...." Instead, the plaintiff must allege and demonstrate a concrete injury-in-fact to the plaintiff. Sanders v. Jackson, 2010 WL 2228381, \*1 (D.S.C. 2010) (citing Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc., 528 U.S. 167, 169 (2000)); see Sierra Club v. United States Defense Energy Support Center, 2011 WL 3321296, \*3 (9th Cir. 2013) ("The relevant showing for purposes of Article III standing...is not injury to the environment but injury to the

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plaintiff.")

SCCAI makes no reference to any of its members in its Notice, much less describing a specific member's concrete and particularized injury-in-fact. Instead, SCCAI makes the broad allegation that "[c]onsumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing." Such all-encompassing, generalized "injury" does not establish standing by SCCAI or any of its members.

## IV. Attorneys Fees and Sanctions

Rule 11 of the Federal Rules of Civil Procedure directs federal courts to impose sanctions against a litigant who signs frivolous or abusive pleadings. *See Clark v. Mortenson*, 93 F. App'x 643, 650 (5th Cir. 2004); *Petrano v. Old Republic Nat. Title Ins. Co.*, No. 13-11984, 2014 WL 5567779, at \*2 (11th Cir. Nov. 4, 2014) ("A district court may impose monetary sanctions if a party's filings are frivolous and needlessly increase the cost of litigation"); *Galanis v. Szulik*, 841 F. Supp. 2d 456, 460 (D. Mass. 2011) ("Most federal circuit courts agree that a litigant's filing of a frivolous lawsuit for an improper purpose constitutes bad faith and warrants sanction."). Moreover, the Fourth Circuit has upheld sanctions under Rule 11 when a plaintiff was not put on notice by the defendant that its filing would be frivolous and when a plaintiff continued to pursue a frivolous claim that was not known to be frivolous when it was filed. *See Brubaker v. City of Richmond*, 943 F.2d 1363, 1386 (4<sup>th</sup> Cir. 1991); *In Re Kunstler*, 914 F.2d 505 (4<sup>th</sup> Cir. 1990).

Beyond Rule 11, the CAA itself authorizes a court to award attorneys' fees and costs to a defendant when a frivolous case is filed. Thus, 42 U.S.C. § 7604(d) states that "[t]he court... may award costs of litigation (including reasonable attorney and expert witness fees) to <a href="mayer">any</a> party, whenever the court determines such award is appropriate." (Emphasis added). The statute is written this way because Congress was concerned the provision could be used for inappropriate purposes. Thus, the legislative history notes that:

Concern [was] expressed that some lawyers would use section 304 [of the CAA] to bring frivolous and harassing actions. The Committee has added a key element in providing that the courts may award costs of litigation, including reasonable attorney and expert witness fees, whenever the court determines that such action is in the public interest. The court could thus award costs of litigation to defendants where the litigation was obviously frivolous or harassing. This should have the effect of discouraging abuse of this provision, while at the same time encouraging the quality of the actions that will be brought.

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S. Rep. No. 91-1196.

There is recent precedent supporting a substantial award of attorneys' fees in these circumstances. In *Sierra Club v. Energy Future Holdings Corp.*, No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tx. Aug. 29, 2014), the court awarded \$6.4 million in attorneys' fees in a citizen suit case brought by the Sierra Club following an award of summary judgment in the case. The Court determined that the Sierra Club claims were frivolous from inception and that plaintiff was informed about the frivolous nature of its allegations prior to filing suit. Kohler believes that same outcome would occur here if you proceed.

Moreover, even if you file a complaint and then voluntarily dismiss it, Kohler will ask the court to find that your actions were in bad faith and seek an award of attorneys' fees. In that regard, we suggest you review *Blair v. Shenandoah Women's Center, Inc.*, 757 F.2d 1435, 1438 (4<sup>th</sup> Cir. 1985) (awarding attorneys' fees and expenses and noting "where . . . the lawyer's conduct satisfies the [bad faith] standard for assessing fees, he does not escape liability just because his client's behavior was even worse"); *see also Galanis*, 841 F. Supp. at 460 (awarding reasonable attorneys' fees and expenses where it was "apparent that [the] action was filed to extort a quick settlement from [defendant] and intimidate him into releasing potential claims against [plaintiff]").

## V. <u>Potential Counterclaims</u>

You and your law firm should also be concerned about potential liability if you ever make false statements and assertions, such as in a press release or communications to third parties, that directly harm Kohler's reputation with thousands of its dealers and millions of its commercial and consumer customers that purchase Kohler products or obtain service on those products. The same can be said for Simpson. We are not in a position to speak for The Home Depot, but it is reasonable to expect that company will have the same view.

Under South Carolina law, defamation involves "1) a false and defamatory statement by defendant concerning plaintiff; 2) an unprivileged publication by defendant to a third party; 3) fault amounting to at least negligence on defendant's part in publishing the statement; and 4) special harm to plaintiff caused by defendant's statement." Smith v. Cumulus Broadcasting, LLC, 2010 WL 2756999, \*3 (D.S.C. 2010) (citing Cosby v. Legal Services Corp., 2006 WL 4781412 (D.S.C. 2006) and Restatement (Second) of Torts § 558). Damages for defamation are not limited to out-of-pocket expenses ("special damages"); they also include "general damages." Holtzscheiter v. Thomson Newspapers, Inc., 332 S.C. 502 (1998). General damages include "injury to reputation, mental suffering, hurt feelings, and other similar types of injuries which are 'incapable of definite money valuation," while special damages are "tangible losses or injury to the plaintiff's property, business, occupation or profession, capable of being assessed monetarily, which result from injury to the plaintiff's reputation." Id. at footnote 4 (citing Whitaker v.

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Sherbrook Distributing Co., 189 S.C. 243 (1939), Capps v. Watts, 271 S.C. 276 (1978), and Wardlaw v. Peck, 282 S.C. 199 (Ct. App. 1984)).

\*\*\*

For all the reasons set forth above, we respectfully urge you to carefully analyze the information in this letter and not file a complaint.

Very truly yours,

hanning J. Martin

CJM/rno Enclosure

cc:

Phillip Brooks, EPA

Edward Kulschinsky, EPA

Natalie G. Maciolek, Esq., Kohler Scott A. Semenek, Esq., Simpson Ethan R. Ware, Esq., co-counsel,

Columbia, S.C. office of Williams Mullen

Komal Patel, Esq., The Home Depot

29330222\_7

#### Mueller Greg

From: Sent: Giuliano, Julia [giuliano.julia@epa.gov] Tuesday, September 17, 2013 3:02 PM

To:

Mueller Greg; Carlson, Philip

Cc: Subject: Darnell, Gene; Marko, Michael, Major Michael RE: Request for Certificate for 4 MY2014 Kohler engine families

Hello Greg,

Yes, this meets EPA requirements. Could you please upload this file into Verify and state that it applies to all Kohler engine families? Thank you!

Julia Giuliano
Mechanical Engineer
Environmental Protection Agency (EPA)
Compliance Division
giuliano,lulia@epa.gov
734-214-4865

From: Mueller Greg [mailto:GREGORY.MUELLER@kohler.com]

Sent: Friday, September 13, 2013 6:11 PM

To: Carlson, Philip

Cc: Giuliano, Julia; Darnell, Gene; Marko, Michael; Major Michael

Subject: RE: Request for Certificate for 4 MY2014 Kohler engine families

Hello Phil,

As we discussed, Kohler Co. provides the toll-free number and website consumers may use if assistance is needed on the front cover of each Owner's Manual, and several places throughout the manual. Also, the Emission Warranty statement provided to consumers includes Kohler Co's engine warranty statement which includes the toll-free number and website consumers may use if assistance is needed.

The attached document includes the complete Emission Warranty card (showing engine warranty), the Owner's Manual cover page, and two additional pages from the Owner's Manual with the referenced toll-free number and website highlighted in yellow.

Please confirm this satisfies 1054.120(e) and (f) of the regulations and changes to Kohler Co's MY2014 warranty statement are not required.

Feel free to contact me if you have any additional questions.

Best Regards,
Greg Mueller
Regulatory Compliance
Kohler Engine Division
Office 920-457-4441 ext 76124
Mobil 920-207-4895
greg.mueller@kohler.com

Experience gracious living online at <a href="http://www.KOHLER.com">http://www.KOHLER.com</a>
RELENTLESS POWER AND LEGENDARY PERFORMANCE at <a href="http://www.KohlerEngines.com">http://www.KohlerEngines.com</a>

From: Belser, Evan

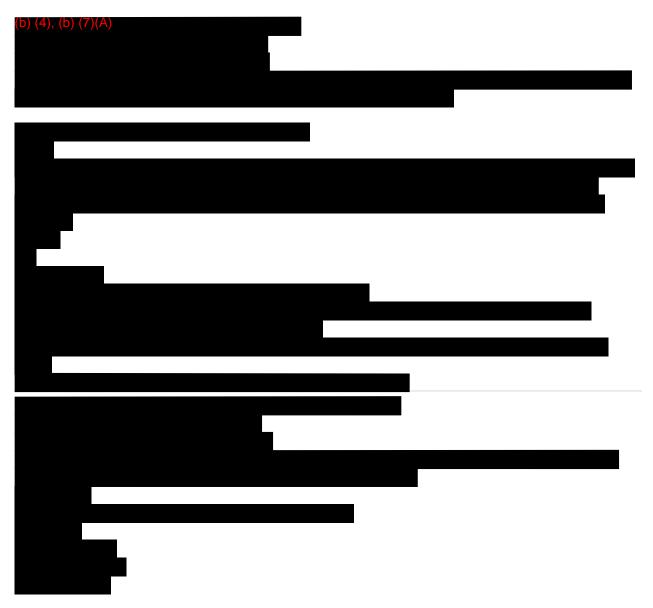
Sent: Wednesday, October 21, 2015 2:08 PM

**To:** Kulschinsky, Edward

Subject: (b) (4), (b) (7)(A)
Attachments: (b) (4), (b) (7)(A)

Evan Belser Chief, Mobile Source Enforcement Branch US EPA

#### Begin forwarded message:





(b) (4), (b) (7)(A)			
(b) (4), (b) (7)(A)			

(b) (4), (b) (7)(A)		

From: Kulschinsky, Edward

Sent: Wednesday, October 21, 2015 10:31 AM

To: (b) (4), (b) (7)(A)

Cc: Belser, Evan

Subject: (b) (4), (b) (7)(A)

## I'm writing to acknowledge receipt(b) (4), (b) (7)(A)

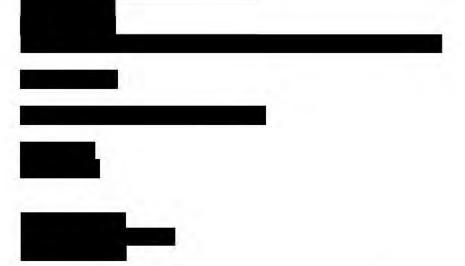
Thank you,

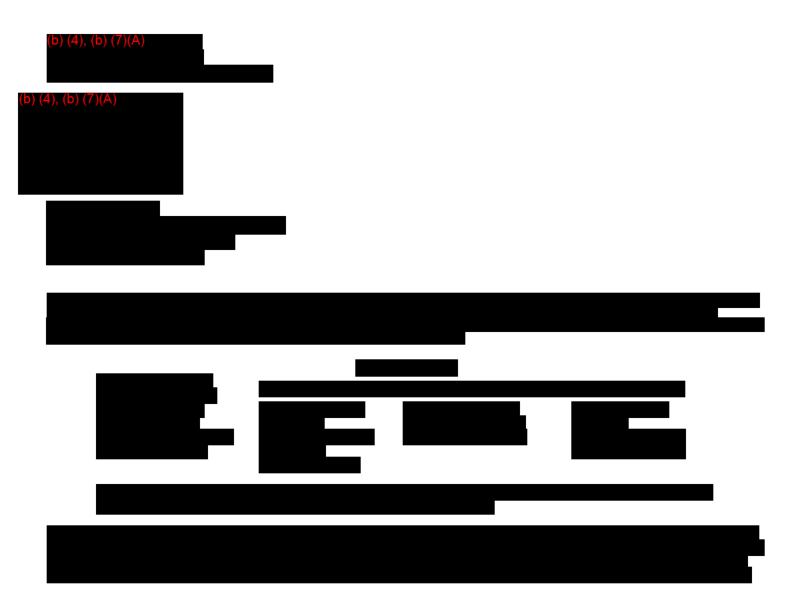
Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
202-564-4133
kulschinsky.edward@epa.gov

From: Belser, Evan

Sent: Friday, October 16, 2015 4:36 PM To: Kulschinsky, Edward ; Alexander, David

Subject: (b) (4), (b) (7)(A)





From: (b) (4), (b) (7)(A

Sent: Friday, October 30, 2015 6:03 PM

To: Belser, Evan

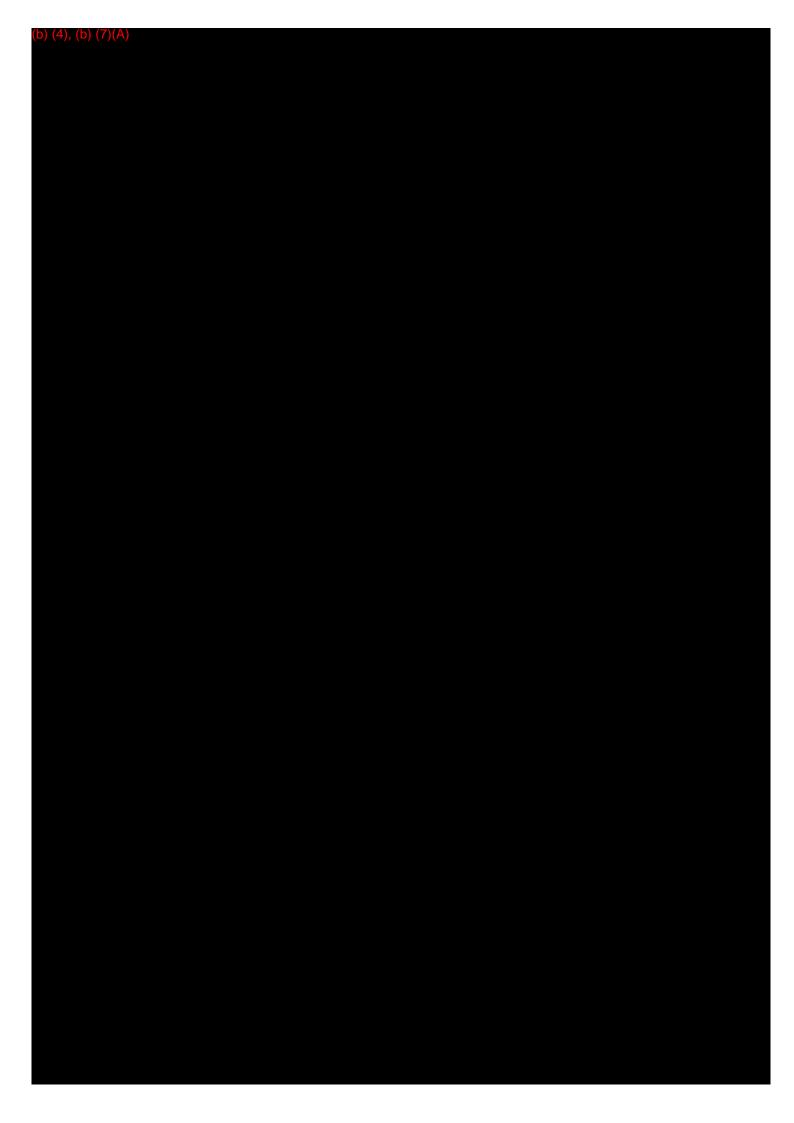
Cc: (b) (4). (c) ; Kulschinsky, Edward

Subject: (b) (4), (b) (7)(A)
Attachments: (b) (4), (b) (7)(A)

#### (b) (4), (b) (7)(A)



b) (4), (b) (7)(A)	



From:

Sent:

Friday, October 30, 2015 6:02 PM

To:

Belser, Evan

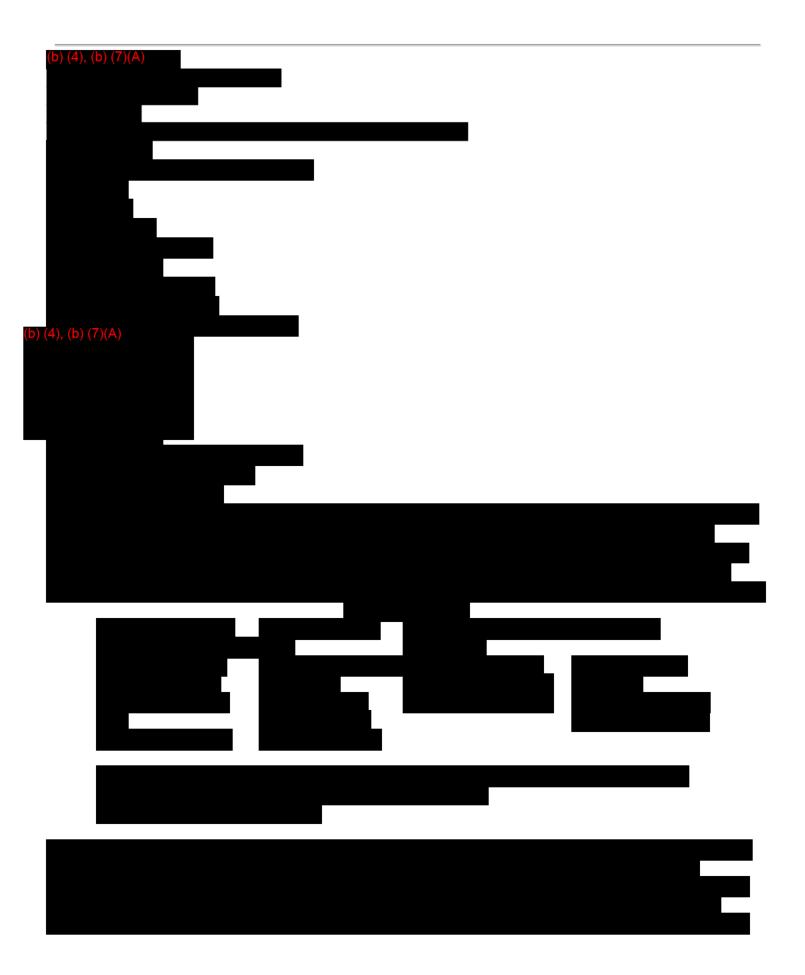
Cc:

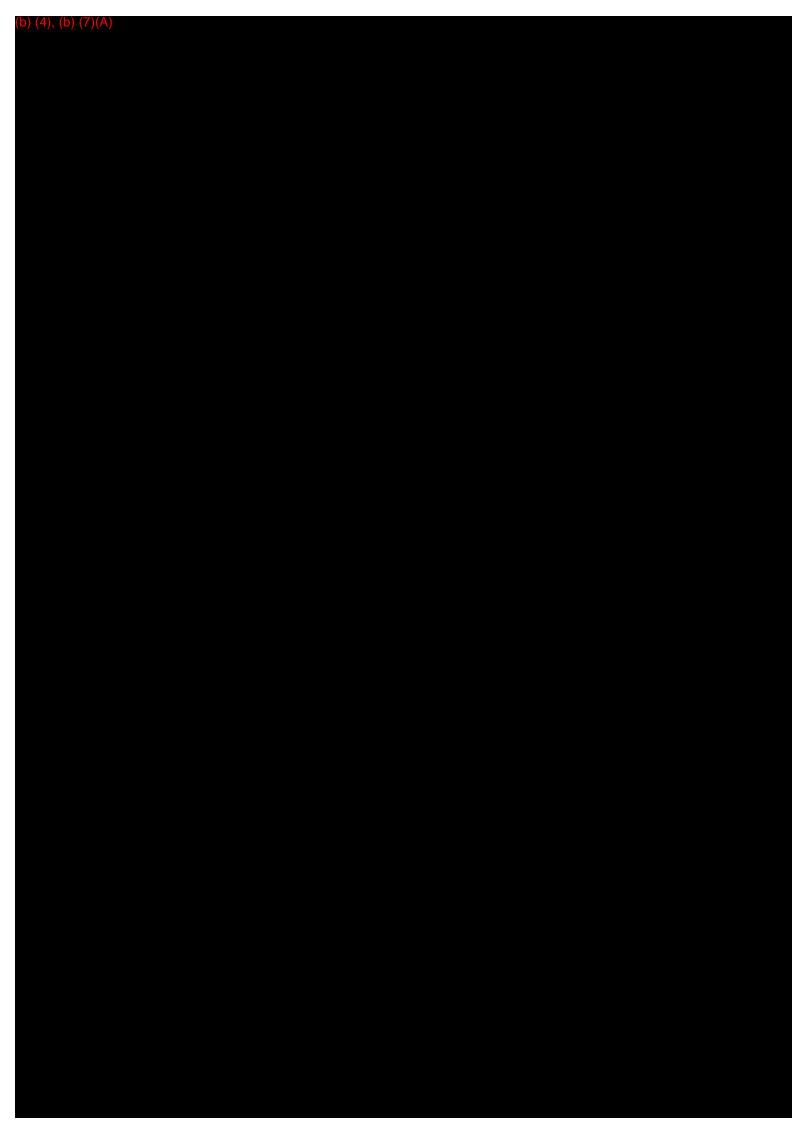
(b) (4). (b) Kulschinsky, Edward (b) (4). (b) (7)(A)

Subject:

#### o) (4), (b) (7)(A)







From: Belser, Evan

Sent: Tuesday, November 03, 2015 3:35 PM

To: (b) (4), (b) (7)

(A) Kulschinsky, Edward

Subject: (b) (4), (b) (7)(A

## (b) (4),

Receipt confirmed. Thank you for this information.

#### Regards,

Evan Belser

Chief, Mobile Source Enforcement Branch, Air Enforcement Division
National Coordinator for Administrative Litigation, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
202-564-6850





